

SERFF Tracking Number: MNLF-126572980 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273
 Company Tracking Number: MNLF-126572980
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: 2010 Contract Re-filing
 Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: 2010 Contract Re-filing SERFF Tr Num: MNLF-126572980 State: Arkansas
 TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 46273
 Variable and Variable Closed
 Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: MNLF-126572980 State Status: Pending Additional
 Fees
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 08/02/2010
 Authors: Cheryl Broughton,
 Vanessa Ruszczyk, Ernest Chan,
 Alex Cruz, Ashley Lambert
 Date Submitted: 07/21/2010 Disposition Status: Approved-
 Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: 2010 Contract Re-filing Status of Filing in Domicile: Not Filed
 Project Number: GAC1000(ARA06)(0710) Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: EXEMPT
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small
 Overall Rate Impact: Group Market Type: Employer
 Filing Status Changed: 08/02/2010 Explanation for Other Group Market Type:
 State Status Changed: 07/21/2010
 Deemer Date: Created By: Ashley Lambert
 Submitted By: Ashley Lambert Corresponding Filing Tracking Number:
 Filing Description:

July 16, 2010

NAIC#: 65838

AID #: 30868

SERFF Tracking Number: MNLFF-126572980 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273
Company Tracking Number: MNLFF-126572980
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 2010 Contract Re-filing
Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

State of Arkansas
Department of Insurance
Policy Form Filings
1200 West Third Street
Little Rock, AR 72201-1904

Dear Sir/Madam:

Re: John Hancock Life Insurance Company (U.S.A.)
Forms: GAC1000(ARA06)(0710) – Group Annuity Contract
GAC1100(457)(0710) – Group Annuity Contract
GP1060.24 – Separate Account B Rider
GP1068.5 – Separate Account C Rider
GP1064.13 – Separate Account F Rider

We are submitting the above mentioned forms for your approval.

- Form GAC1000(ARA06)(0710) replaces and is similar to forms GAC1000(ARA06G)(0909) and GAC1000(ARA06)(0909) which were originally approved in their entirety on May 29, 2009 and May 13, 2009 respectively.
- Form GAC1100(457)(0710) replaces and is similar to forms GAC1100(457G)(0909) and GAC1100(457)(0909) which were originally approved in their entirety on May 29, 2009 and May 13, 2009 respectively.
- Form GP1060.24 is similar to form GP1060.23 which was originally approved in its entirety on February 23, 2010.
- Form GP1068.5 is similar to form 1068.4 which was originally approved in its entirety on February 23, 2010.
- Form GP1064.13 is similar to form GP1064.12 which was originally approved in its entirety on September 15, 2008.

We would like to begin using this form on the later of July 15, 2010 or the date approved.

These forms have been reformatted and updated to clarify existing provisions, and as part of our ongoing due diligence with respect to our contract and its associated riders. For your convenience, we have underlined the new wording and

SERFF Tracking Number: MNLF-126572980 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273
Company Tracking Number: MNLF-126572980
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 2010 Contract Re-filing
Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

provided a "Summary of Key Changes". We have also provided a "Contract Use Summary" and "Rider Use Summaries" which show the forms that will be used with the above noted contracts and riders. We certify that no other changes have been made.

The Riders, once approved will be available to both our new business and inforce Contracts.

THESE CONTRACTS ARE UNALLOCATED NON-PARTICIPATING GROUP ANNUITY CONTRACTS SOLD ONLY TO TRUSTEES OF PROFIT SHARING AND PENSION PLANS QUALIFIED UNDER SECTION 401(a) OF THE INTERNAL REVENUE CODE AND TO TRUSTEED ELIGIBLE DEFERRED COMPENSATION PLANS OF STATE AND LOCAL GOVERNMENTS IN SECTION 457(b) OF THE INTERNAL REVENUE CODE.

Please note, due to our internal contract issuance systems, formatting and/or pagination may be altered slightly on the issued Contracts and Separate Account Riders.

These forms are being submitted to all states except New York.

Your consideration of this submission is appreciated, and we look forward to receiving the Department's approval. We will be submitting, via EFT, any applicable filing fee.

Sincerely,

Alex Cruz
Senior Compliance Analyst - Contracts
Pension Compliance - Retirement Plan Services
John Hancock Life Insurance Co. (U.S.A.)
Tel.: (416)852-7424, Fax: (416)852-7166
alex_cruz@jhancock.com

Company and Contact

Filing Contact Information

Alex Cruz, Senior Contract Analyst alex_cruz@jhancock.com
200 Bloor St. E. 416-852-7424 [Phone]

SERFF Tracking Number: MNLFF-126572980 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273
 Company Tracking Number: MNLFF-126572980
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: 2010 Contract Re-filing
 Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Toronto, ON M4W 1E5 416-852-7166 [FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan
 (U.S.A.)
 200 Bloor Street East Group Code: -99 Company Type: Lead Company
 Toronto, ON M4W 1E5 Group Name: State ID Number:
 (800) 333-0963 ext. [Phone] FEIN Number: 01-0233346

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 Filing fee
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	07/21/2010	38183432
John Hancock Life Insurance Company (U.S.A.)	\$200.00	07/23/2010	38250067

SERFF Tracking Number: MNLF-126572980 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273

Company Tracking Number: MNLF-126572980

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 2010 Contract Re-filing

Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/02/2010	08/02/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/22/2010	07/22/2010	Cheryl Broughton	07/22/2010	07/23/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Separate Account C Rider	Alex Cruz	07/27/2010	07/27/2010

SERFF Tracking Number: MNLF-126572980 *State:* Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) *State Tracking Number:* 46273
Company Tracking Number: MNLF-126572980
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 2010 Contract Re-filing
Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Disposition

Disposition Date: 08/02/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MNLF-126572980 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273

Company Tracking Number: MNLF-126572980

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 2010 Contract Re-filing

Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Memorandum of Variable Material	Yes	Yes
Supporting Document	Summary of Key Changes	Yes	Yes
Supporting Document	Actuarial Memorandum	No	No
Supporting Document	Contract Use Summary	Yes	Yes
Supporting Document	Rider Use Summary	Yes	Yes
Form	Group Annuity Contract	Yes	Yes
Form	Group Annuity Contract	Yes	Yes
Form	Separate Account B Rider	Yes	Yes
Form (revised)	Separate Account C Rider	Yes	Yes
Form	Separate Account C Rider	Yes	Yes
Form	Separate Account F Rider	Yes	Yes

SERFF Tracking Number: MNLF-126572980 *State:* Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) *State Tracking Number:* 46273
Company Tracking Number: MNLF-126572980
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 2010 Contract Re-filing
Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/22/2010
Submitted Date 07/22/2010
Respond By Date 08/23/2010

Dear Alex Cruz,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$200.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: MNLFF-126572980 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273
Company Tracking Number: MNLFF-126572980
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 2010 Contract Re-filing
Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/22/2010
Submitted Date 07/23/2010

Dear Linda Bird,

Comments:

Good Afternoon Linda

Please note that the additional payment of \$200.00 has now been submitted for this filing.

Thank-you for your assistance

Ashley Lambert

Response 1

Comments: Please see filing fee tab for additional amount.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$200.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Alex Cruz, Ashley Lambert, Cheryl Broughton, Ernest Chan, Vanessa Ruszczyk

SERFF Tracking Number: MNLF-126572980 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273

Company Tracking Number: MNLF-126572980

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 2010 Contract Re-filing

Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Amendment Letter

Submitted Date: 07/27/2010

Comments:

Dear Ms. Bird,

Please note that we have revised form GP1068.5. The original submission had the wrong form number, GP1068.4, which was the number of the previously approved form.

If you have any questions, please do not hesitate to contact me directly.

Thanks

Alex Cruz

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GP1068.5	Policy/Contr act/Fraternal Certificate: Amendment, Insert Page, Endorsemen t or Rider	Separate Account C Rider	Initial				0.000	JHUSA - Separate Account Rider C - GP1068.5.pdf

SERFF Tracking Number: MNLFF-126572980 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273

Company Tracking Number: MNLFF-126572980

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 2010 Contract Re-filing

Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Form Schedule

Lead Form Number: GAC1000(ARA06)(0710)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GAC1000(ARA06)(0710)	Policy/Cont Group Annuity ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GAC1000(ARA06)(0710) - Standard.pdf
	GAC1100(457)(0710)	Policy/Cont Group Annuity ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	457 Contract - GAC1100(457)(0710) - Standard.pdf
	GP1060.24	Policy/Cont Separate Account B ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	JHUSA - SA Rider B - GP1060.24.pdf
	GP1068.5	Policy/Cont Separate Account C ract/Fratern Rider al	Initial		0.000	JHUSA - Separate Account Rider

<i>SERFF Tracking Number:</i>	<i>MNLF-126572980</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>John Hancock Life Insurance Company (U.S.A.)</i>		<i>State Tracking Number: 46273</i>
<i>Company Tracking Number:</i>	<i>MNLF-126572980</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>2010 Contract Re-filing</i>		
<i>Project Name/Number:</i>	<i>2010 Contract Re-filing /GAC1000(ARA06)(0710)</i>		
	Certificate:		C -
	Amendmen		GP1068.5.pdf
	t, Insert		
	Page,		
	Endorseme		
	nt or Rider		
GP1064.13	Policy/Cont Separate Account F Initial	0.000	Separate
	ract/Fratern Rider		Account Rider
	al		F -
	Certificate:		GP1064.13.p
	Amendmen		df
	t, Insert		
	Page,		
	Endorseme		
	nt or Rider		



Group Annuity Contract
John Hancock Life Insurance Company (U.S.A.)
A Stock Company
601 Congress Street, Boston, MA, U.S.A., 02210
1-800-333-0963

CONTRACTHOLDER

[01] [THE TRUSTEES OF ABC COMPANY PENSION PLAN]

CONTRACT NUMBER

[02] [000000]

CONTRACT EFFECTIVE DATE AND SITUS

[03] [January 1, 2006] at 12:01 a.m. local time at the Contractholder's address. This Contract is delivered in [03a][state] and is subject to its laws.

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.]

Sub-accounts are as described on the appropriate Separate Account Riders that are attached to and form part of this Contract.

THE VALUE OF INVESTMENTS IN THE COMPANY'S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.

[05] [If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract.]

PLAN

In this Contract, "Plan" means [06][ABC COMPANY PENSION PLAN] as at the effective date of the Contract and any later amendments to such Plan.

PLAN SPONSOR

In this Contract, "Plan Sponsor" means [07][ABC COMPANY].

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[08] [January 1, 2006]

ISSUER

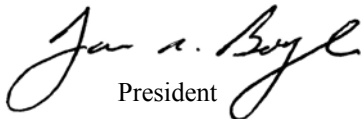
John Hancock Life Insurance Company (U.S.A.) (herein referred to as "we", "us" or "the Company") agrees to accept contributions sent in by the Contractholder (herein referred to as "you") to invest those contributions, and to provide services in accordance with the provisions and conditions of this Contract.

Manulife Financial is the trade name of The Manufacturers Life Insurance Company and its subsidiaries, which together form an international financial services organization. This contract is issued by John Hancock Life Insurance Company (U.S.A.), a wholly-owned subsidiary of The Manufacturers Life Insurance Company.

The provisions and conditions on the following pages are a part of the Contract.

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.


President

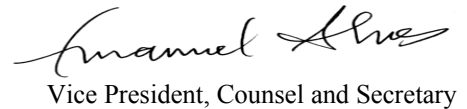

Vice President, Counsel and Secretary

TABLE OF CONTENTS

	Page
FACE PAGE	1
CONTRACTHOLDER INFORMATION	1
CONTENTS	2
SECTION 1	3
SECTION 2	4
SECTION 3	4
SECTION 4	4
SECTION 5	5
SECTION 6	5
SECTION 7	6
SECTION 8	8
SECTION 9	8
SECTION 10	9
SECTION 11	9
SECTION 12	9
SECTION 13	9
SECTION 14	10
SECTION 15	10
SECTION 16	10
SECTION 17	10
SECTION 18	11
SECTION 19	11
SECTION 20	11
SECTION 21	11
[01][SECTION 22]	11
SECTION [02][23]	11

SERVICE SCHEDULE

CHARGE SCHEDULE

GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE

SEPARATE ACCOUNT RIDERS

[03][LIFETIME INCOME BENEFIT RIDER]

[04][GUARANTEED INTEREST ACCOUNTS RIDER]

1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

“Assets” mean the total value of all accounts under this Contract.

[01][**“Book Value”** means the value of a guaranteed interest account equal to the aggregate of all contributions made to the account plus interest earned on those contributions less all asset charges, fees and any previous withdrawals.]

“Cash Account” means an account where contributions, for which sufficient information has not been received, are credited. Contributions credited to this account will earn interest at the rate we credit to funds on deposit. The Company may receive and retain earnings on assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account.

“Contribution” means any amount you pay to us for investment in the Investment Options selected under this Contract. Such amount will include transfer and recurring Contributions unless otherwise specified in the Contract.

[02][**“Competing Investment Option”** means any fund or investment vehicle available under the Plan, either in this Contract or elsewhere, to which contributions or transfers can be made, and which offer a low risk of loss of principal. Competing Investment Options are, but are not limited to, Guaranteed Interest Accounts, GIC’s, money market funds or any other funds as determined by the provider of the underlying stable value mutual fund or trust offered under a Stable Value Fund Sub-account, or us.]

“Contract” means the Group Annuity Contract Application, the Group Annuity Contract and all applicable riders, which together form the entire Contract.

“Contract Year” means the twelve month period beginning on the Contract’s effective date or on a Contract anniversary, and ending on the day before the next Contract anniversary.

[03][**“Guaranteed Interest Accounts”** mean the Investment Options in which contributions can be accumulated with interest in the Company’s general funds.]

“Market Day” means the hours of a day during which the New York Stock Exchange is open for trading.

“Market Value” when used in reference to a Sub-account means the value of an investment on a Valuation Date. It is computed by using closing prices, on nationally recognized stock exchanges or over-the-counter markets where no formal exchange exists, on that date to the extent possible. Where the investment is in shares of a mutual fund, trust or portfolio thereof, it is computed by using the net asset value per share provided by that mutual fund, trust or portfolio thereof on that date. [04][When used in reference to a guaranteed interest account, “Market Value” means the value of an investment according to the formula specified in the Guaranteed Interest Accounts Rider.]

“Participant” means a person covered under the Plan.

“Plan Expense Reduction Account” means an account to which monies may be credited on a quarterly basis at the end of each calendar quarter as mutually agreed between you and us.

“Reporting Year” means a twelve month period ending on the date specified by the Contractholder as Reporting Year end. The initial Reporting Year may be less than twelve months.

“Separate Account” means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company.

Assets allocated to a Separate Account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the assets held in the Separate Accounts and is not a Trustee as to such amounts.

“Sub-accounts” mean the Investment Options available under the Separate Accounts of the Company.

“Valuation Date” means a Market Day on which the Company will value the Sub-accounts.

2. CURRENCY

All amounts to be paid either to or by the Company will be paid in United States dollars.

3. CONTRIBUTIONS AND ACCOUNTS

Contributions remitted to this Contract must be for the exclusive benefit of Participants covered under the terms of the Plan.

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] [02][Lifetime Income Benefit Rider] [and] appropriate Separate Account Riders attached to this Contract.

Contributions remitted to this Contract must be sent to the Company using a funding direction approved by us, showing the source and the amount of each type of contribution. A contribution may be divided between the Investment Options selected under this Contract in any ratio desired.

We require complete contributions, enrollment and investment information in order to invest contributions in the Investment Options selected under this Contract. Otherwise, contributions will be invested in the default investment option selected by the Contractholder. If the Contractholder does not specify a default investment option, contributions will be held in the Cash Account in accordance with our administrative guidelines.

The Company may receive and retain earnings on Contract assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account under the terms of the Contract.

Contributions will be deemed received in accordance with Section 9, Financial Transaction Processing.

Contributions will not be subject to any investment gains or losses under this Contract prior to the date they are deemed received for investment purposes.

The Company may refuse future contributions to certain or all Investment Options under this Contract, subject to the provisions of either Section 4, Notice of Change, or Section 8, Discontinuance of Contributions.

Only transfers that are permitted as eligible transfers by the Plan covered under this Contract will be accepted by the Company.

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) increase the fees or charges under this Contract, or
- iii) make any other changes with respect to this Contract.

If any such proposed change is made, we will provide at least [03][90 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees or charges,
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. CHARGES

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the [first] Contract Year. Thereafter, the charges may be changed only if such change is made pursuant to the provisions in Section 4, Notice of Change.

All charges and/or fees unless otherwise specified in the Contract will be paid, as directed by the Contractholder, as follows:

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
- b) billed to the Contractholder. Billed amounts are due and payable [31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.

[02][The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [02a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [02b] [V1%] of the total transfer contributions as indicated on the application.]

[03][The Company will recover the money paid out as outlined above over a period of [03a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

6. INTER-ACCOUNT TRANSFERS

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in this Contract [and][.] in our administrative guidelines [04][and the Lifetime Income Benefit Rider].

The Company must receive written direction specifying the amount to be transferred, the accounts involved and the type of transfer. The Company will also accept direction by any other means agreed to by the Contractholder and the Company.

An underlying mutual fund, trust or portfolio of a Sub-account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the Sub-accounts.

We will defer the transfer privilege at any time that we are unable to purchase or redeem shares of the underlying mutual fund, trust or portfolio of the Sub-accounts under the Contract until such time as we are able to process the transfer.

[05][No transfers will be permitted between Guaranteed Interest Accounts. Inter-account transfers from Guaranteed Interest Accounts to Sub-accounts will be permitted only in accordance with the rules stated in the Guaranteed Interest Accounts Rider attached to this Contract.]

[06][Inter-account transfers from any Applicable Investment Option to a Sub-account that is not an Applicable Investment Option, [06a][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.]

Inter-account transfers will be processed in accordance with Section 9, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

- restricting the number of transfers made during a defined period;
- restricting the dollar amount of transfers;
- restricting the method used to submit transfers; and,
- restricting transfers into and out of certain Investment Options.

While we seek to identify and prevent disruptive short term trading, it is not always possible to do so. Therefore, no assurance can be given that we will successfully impose restrictions on all disruptive short term trading. The Company's current restrictions are detailed in the administrative guidelines that have been provided to you. The administrative guidelines are also available on the Company's Internet site, or may be requested at any time from the Company.

7. WITHDRAWALS

The types of withdrawals allowed under this Contract are as follows:

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) disability;
- 4) death;

[01][5) financial hardship;]

[02][6) return of excess amounts;]

[03][7) required minimum distribution;]

- 8) withdrawals permitted under Section 414(w)(2) of the Internal Revenue Code;
- 9) eligible rollover distributions (other than those enumerated above);
- 10) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 11) Contract termination;

[04][12) pre-retirement distribution as permitted by the Plan [.][:][and]]

[05][13) employee voluntary contribution][.][:; and]]

[06][14)periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract [07][and the Lifetime Income Benefit Rider].

Withdrawals for reasons other than those listed above may also be allowed but will be subject to a withdrawal charge based on the Withdrawal/Discontinuance Charge Scale applicable to this Contract.

Withdrawals from Sub-accounts [08][,excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [09][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

[10][Withdrawals from Guaranteed Interest Accounts will be made at Book Value, lesser of Book or Market Value, or Market Value depending on the withdrawal type, as listed below. A withdrawal will be on a “last-in, first-out” basis. The amount paid by the Company will be the amount requested to be withdrawn. If there is insufficient money to cover the withdrawal amount requested, and any adjustment applicable to the transaction, from the accounts within the money type selected, the withdrawal will not be processed.

- [10a] • Withdrawal types [1-7] will be made at Book Value.
- [10b] • Withdrawal types [8-11] will be made at the lesser of Book or Market Value.
- [10c] • [Withdrawal type[s] 12[and 13] will be made at Market Value.]
- [10d] • [Withdrawal type 14 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.]
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of Book or Market Value.]

Withdrawals will be processed in accordance with Section 9, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

Withdrawal types other than [11][11] Contract termination, will be applied in accordance with one or a combination of the following as directed by you:

- a) as a payment to buy an annuity from the Company, or from any other source;
- b) as a payment to the Participant;
- c) as a payment to a deceased Participant's beneficiary or estate; or
- d) as a payment to Plan trustees.

Withdrawal type [11][11] Contract termination, will be processed in accordance with Section [12][23], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, [13][a withdrawal pursuant to the Lifetime Income Benefit Rider,] or any other form of payment offered by the Company at the time of the withdrawal.

We may request any additional information we deem necessary to process a withdrawal and we may audit Plan records and any other relevant materials to verify the basis of any withdrawals.

8. DISCONTINUANCE OF CONTRIBUTIONS

The Contractholder may discontinue contributions to this Contract at any time by giving us written notice of discontinuance. The effective date of discontinuance will be the later of the date specified on the notice or the date such notice is received by the Company in accordance with our administrative guidelines.

Once a discontinuance quote has been requested by the Contractholder, or once the Company has deemed a discontinuance to occur, the Company will not process any withdrawals until the Company has determined whether this Contract is being discontinued or not.

A discontinuance may occur for any of the following reasons:

- a) A contribution is not received [90] days after the contribution frequency selected by the Contractholder;
- [01] [b] Contract Assets fall below [\$70,000.00] at any time following the second Contract anniversary;]
- [01a] [b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$70,000.00] at any time;]
- [02] [c] contributions in the last [2] years average less than [\$35,000.00] per year;
- [02a] [c] contributions in the last [2] years average less than [80%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- [03] [d] there are less than [2] Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;]
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan has failed to qualify or remain qualified under Section 401(a) of the Internal Revenue Code; or
- g) Contract Termination.

A discontinuance of contributions will not be deemed to occur if the Company has refused to accept future contributions pursuant to Section 3, Contributions and Accounts.

Upon a discontinuance of contributions, we will refuse future contributions. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules and riders attached to this Contract.

- [04] [In addition, if a discontinuance is deemed to occur in accordance with this section, the discontinuance charge will be applied in accordance with the Charge Schedule which is part of this Contract. This charge will be applied before deducting all other unpaid charges. The discontinuance charge will only be applied once during the lifetime of the Contract.]

9. FINANCIAL TRANSACTION PROCESSING

Under this Contract, financial transactions include contributions, withdrawals, and inter-account transfers.

The effective date of receipt of contributions will depend upon the time money is received by the Company, and in what form it is received. In addition to the above, the effective date of allocation of contributions will also be dependent upon receipt of information pursuant to Section 3, Contributions and Accounts. Except as otherwise provided under an applicable Sub-account description, withdrawals and Inter-account Transfers will be processed only on a Valuation Date. All financial transactions will be processed and take effect in accordance with our administrative guidelines unless otherwise specified in this Contract.

10. NO ASSIGNMENT

The rights of a Participant in any fixed annuity issued under this Contract cannot be assigned, alienated, encumbered or pledged as collateral for a loan except as required by law.

11. LIMITATION ON PAYMENTS

We will not make any payments to a person other than the Contractholder except:

- a) as otherwise provided in this Contract; or
- b) any payment agreed upon by you and the Company.

12. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

- a) **A life annuity:** a fixed monthly annuity payable until the first day of the month in which the Participant dies.
- b) **A life and 5 years certain annuity:** a fixed monthly annuity payable for at least five years, and after that until the first day of the month in which the Participant dies.
- c) **A life and 10 years certain annuity:** a fixed monthly annuity payable for at least ten years, and after that until the first day of the month in which the Participant dies.
- d) **A life and 15 years certain annuity:** a fixed monthly annuity payable for at least fifteen years, and after that until the first day of the month in which the Participant dies.
- e) **A joint and 50% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant, and reducing after the Participant's death to 50% and continuing to the surviving spouse until the first day of the month in which the spouse dies.
- f) **A joint and 100% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant and continuing in the same amount to the surviving spouse until the first day of the month in which the spouse dies.
- g) **Any other form of fixed annuity being offered by the Company.**

Upon annuitization, the Company will issue to each annuitant, a certificate setting forth the benefit to which the annuitant is entitled.

The Company will not allow the purchase of a fixed annuity which provides for a guaranteed period longer than the Participant's life expectancy or the joint life expectancies of the Participant and the Participant's spouse.

The Company will not issue a fixed annuity if the amount available to buy such fixed annuity is less than the Company's current required minimum amount.

13. IMMEDIATE ANNUITY PURCHASE RATES

Attached to the Contract is a table of guaranteed immediate annuity purchase rates which are guaranteed for the duration of the Contract. The table will show rates for an annuitant aged 55 to 70 for the forms of fixed annuity described above. The rates for joint and survivor annuities assume that the age of the joint annuitant's spouse is the same as that of the annuitant. If the age of the annuitant or joint annuitant is not one of those set out above, or if another form of annuity is chosen, we will quote the purchase rate determined on the same basis, on request.

The guaranteed immediate annuity purchase rates on the attached table show the cost in dollars per \$1.00 of monthly annuity income. The amount of each annuity payment will depend upon the calendar year payments begin and the age of the Annuitant and the Co-Annuitant, if any, or other payee. The actual age is determined based on the actual age nearest birthday at the time the first monthly annuity is due.

The dollar amount of annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of annuity option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted on request.

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

14. DATA REQUIRED

You will provide the Company with all information which we may require in order to carry out the provisions of this Contract including but not limited to:

- a) certificates of birth;
- b) certificates of death;
- c) inheritance tax consent;
- d) proof that an annuitant is alive when a fixed annuity payment is due;
- e) proof of benefit payment; and
- f) any other data we may reasonably require.

15. INCORRECT INFORMATION GIVEN TO THE COMPANY

If an error in the amount or dates of payment of a fixed annuity purchased under this Contract is caused by false or incomplete information given to us, the fixed annuity that may be paid will be determined on the basis of the true facts.

If as a result of an error we overpay a fixed annuity, we will recover the excess from future fixed annuity payments.

If we underpay a fixed annuity, we will pay the amount owing to the person entitled to it.

16. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

Only the President or a Vice-President of the Company has power to change, modify or waive the provisions of this Contract on our behalf. Any such change, modification or waiver may only be made in writing. We will not be bound by any promise or representation made at any time by any other person.

The Company reserves the right to amend or change any or all of the provisions of this Contract, by written notice to you, to the extent necessary to meet the requirements of any law or regulation issued by any governmental agency to which the Company or this Contract is subject. The Company does not assume the responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, nor is the Company providing any advice or representation regarding tax and/or legal matters.

17. CONTRACT INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any or our Investment Options are appropriate for any particular employer's plan or its participants.

18. NON-WAIVER OF CONTRACT PROVISIONS

If the Company fails to insist on compliance with any provision of this Contract at any given time or under any given circumstances, that failure will not be deemed to waive or change such provision in any way. Such provision will still be enforceable at another time or under other conditions. The Company can insist on compliance whether or not the circumstances are the same.

19. RELIANCE ON ACTION BY CONTRACTHOLDER

The Company will not be required to question any action of the Contractholder. The Company will not be responsible to see that any action of the Contractholder is authorized by the terms of the Plan, or any trust agreement or any other document executed in connection with the Plan.

20. WRITTEN INSTRUCTIONS

The Company will act only upon written instructions from the Contractholder or by any other means as agreed upon by the Contractholder and the Company. The Company will be fully discharged from any and all liabilities for any amount paid to the Contractholder or paid in accordance with the directions of the Contractholder or for any change made or action taken upon such direction. The Company will not be obliged to see that money so paid by it to the Contractholder or any person will be properly distributed or applied.

21. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 12, Form of Fixed Annuity.

[01][22. FORCE MAJEURE

The Company will not incur any additional liability where the performance or prompt performance of any obligation under this Contract is prevented by "force majeure". This includes war or threat of war, civil disturbance, industrial dispute, terrorist activity or threat thereof, natural disaster, fire, or adverse weather conditions and problems of a similar nature beyond the Company's control.]

[02][23].TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [03][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account], [03a][further provided that, if at the time of termination of the Contract, the Lifetime Income Benefit Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider].

The Company may also terminate this Contract if the Contract has been discontinued in accordance with Section 8, Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intention to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute [03b][, subject to the provisions in the Lifetime Income Benefit,] the remaining Assets in accordance with the following:

1. Sub-account assets will be at Market Value [04][, except for the Stable Value Fund Sub-account which will be as determined by the provisions in the Stable Value Fund Sub-account description of this Contract] [.][:]

[05][2. Guaranteed Interest Account assets at your election will be:

- a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
- b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

If the actions of the Contractholder violate one or more provisions of this Contract, or are such that the Company cannot fulfill its obligations under the Contract, or the Contract is being utilized by the Contractholder in a manner other than its intended purpose, the Company will have the right to immediately terminate the Contract and apply any applicable charges or adjustments up to the date of such termination.

If the Contract is terminated by either the Contractholder or the Company, the Company will apply all applicable charges and adjustments up to the date of termination. Subject to the provisions of the applicable Sub-account(s) and riders, the Company will distribute all remaining amounts under this Contract directly to the Contractholder. Such amounts will be consolidated into one check made payable to the Trustee, unless otherwise requested by the Contractholder and agreed to by the Company, including any applicable costs. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

SERVICE SCHEDULE

In consideration of all the charges, fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder,, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- An administration manual and the forms needed to facilitate Contract administration.
- Recordkeeping of contributions.
- Confirmation statements showing enrollments, contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders for the Sub-accounts in accordance with procedures established by the underlying funds.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.

CHARGE SCHEDULE

ASSET CHARGES

Asset charges are calculated based on the total Assets accumulated under this Contract. Unless otherwise specified in the Contract asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of Contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.

The Asset Charge Scale below indicates the basic annualized percentage of Contract Assets [01][and appropriate asset bands to be used in determining the monthly blended percentage used in computing the monthly asset charge].

Contract Assets on any Market Day will be determined as follows:

- [02][add Book Value of all Guaranteed Interest Accounts as of that date;]
- add the Market Value of all units held in the Sub-accounts [02a][(including units held in the Applicable Investment Options found in the Lifetime Income Benefit Rider)] [03][, except the value of the Stable Value Fund Sub-account,] as of that date [; and] [.]
- [04][add the value of the Stable Value Fund Sub-account which will be as determined in accordance with the provisions contained in the Separate Account Rider, as of that date.]

[05][The monthly blended percentage will be determined as follows:

- a) determine total Assets at the end of the previous month;
- b) apply annualized percentage to the appropriate asset bands;
- c) add the dollar amounts calculated in (b);
- d) divide (c) by (a); and
- e) convert the resulting percentage from (d) into an equivalent monthly blended percentage.

The asset charge for a particular month will be determined by multiplying the Contract assets on the last day of that month by the monthly blended percentage.]

[06][A conditional fee will be applied to the contract if, as of the last Valuation Date of each Contract Year, both of the following conditions are applicable:

- a) the total Contract Assets are less than [\$300,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [\$70,000].

For each such year, the charge will be [\$2,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

ASSET CHARGE SCALE

[07][First Contract Year Only]

[08] <u>Contract Assets</u>	<u>Annualized Asset Charge</u>	[08a] <u>Annualized Reduction to Asset Charge</u>
[first \$ 100,000]	[4.00%]	[.600%]
[next \$ 150,000]	[3.90%]	[.500%]
[next \$ 250,000]	[3.80%]	[.400%]
[next \$ 250,000]	[3.70%]	[.300%]
[next \$ 250,000]	[3.60%]	[.200%]
[next \$ 1,000,000]	[3.50%]	[.100%]
[over \$ 2,000,000]	[3.45%]	[.050%]

[09][The Annualized Asset Charge is [09a][4.00%]. The annualized asset charge will be waived once total contract assets are more than [09b][\$2,000,000.00] at the end of the month.] The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [09b][\$2,000,000.00] at the end of each month.]

[10][Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction to Asset Charge</u>
[first \$ 100,000]	[6.00%]	[.600%]
[next \$ 150,000]	[5.90%]	[.500%]
[next \$ 250,000]	[5.80%]	[.400%]
[next \$ 250,000]	[5.70%]	[.300%]
[next \$ 250,000]	[5.60%]	[.200%]
[next \$ 1,000,000]	[5.50%]	[.100%]
[over \$ 2,000,000]	[5.45%]	[.050%]

[11][The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [11a] [\$2,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [11a] [\$2,000,000] at the end of each month.]

[12][In addition, if total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of the applicable Contract Year, the Asset Charge Scale will be reduced as follows for the next Contract Year, for every asset band.

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
[1 - 4]	[2.00%]
[5 - 7]	[2.00%]
[8 - 10]	[2.00%]
[More than 10]	[2.00%]

If total Contract Assets are less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again apply for the next Contract Year. If total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again be reduced pursuant to the above scale.]

[13] [The Annualized asset charges shown above have increased by [V1%] for [V2] Contract Years, based on total transfer contributions as indicated on the application for the prior carrier's Market Value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.]

[14][Third Party Administrator (TPA) Fees and Registered Investment Advisor (RIA) Fees will be paid in accordance with the instructions received from the Trustee(s).]

Contract Year is determined based on the effective date of the Contract.

[15][The Asset charge will not increase to more than 3 times the amount shown unless mutually agreed upon by the Contractholder and the Company.]

[16][WITHDRAWAL CHARGE SCALE

The Withdrawal Charge Scale is as follows:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil]

[17][DISCONTINUANCE CHARGE SCALE

The Discontinuance Charge Scale is as follows:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil

The amount of charge calculated in accordance with this scale will be deducted proportionately from all accounts maintained under the Contract at the earlier of the time contributions are discontinued or the Contract is terminated.

The reduced scale will only apply if the Company receives an average of \$10,000 or more of external transfer per account during the first 12 months of the Contract.]

[18]
[The Discontinuance charges shown above have been increased as outlined in the following scale, based on total transfer contributions as indicated on the application for the prior carrier's market value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.

<u>Contract Year in which Discontinuance Occurs</u>	<u>Increase to Discontinuance Charge for Market Value Equalizer</u>
1 - 3	[V1%]
4 - 5	[V2%]
6 - 7	[V3%]]

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you notice of any intended change, in accordance with Section 4, Notice of Change.

[GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE]

CONTRACT NUMBER: [V1]

CONTRACTHOLDER: [V2]

<u>Age</u>	<u>Life Annuity</u>	<u>5 years</u>	Life Annuity with guaranteed period <u>10 years</u>	<u>15 years</u>	Joint and Survivor Annuity (Annuitant and Spouse same age) <u>50% J&S</u>	<u>100% J&S</u>
55	229.34	229.81	231.47	234.74	245.50	261.66
56	224.33	224.87	226.75	230.42	240.77	257.21
57	219.24	219.85	221.98	226.07	235.94	252.65
58	214.08	214.77	217.18	221.73	231.03	247.98
59	208.85	209.64	212.36	217.38	226.03	243.20
60	203.57	204.46	207.52	213.06	220.94	238.32
61	198.24	199.25	202.68	208.75	215.79	233.34
62	192.87	194.02	197.83	204.48	210.57	228.26
63	187.48	188.78	192.99	200.27	205.29	223.09
64	182.08	183.54	188.17	196.12	199.96	217.85
65	176.68	178.31	183.37	192.06	194.60	212.52
66	171.29	173.08	178.61	188.09	189.21	207.12
67	165.90	167.87	173.89	184.24	183.78	201.66
68	160.52	162.66	169.21	180.52	178.32	196.13
69	155.11	157.44	164.59	176.94	172.81	190.51
70	149.67	152.20	160.02	173.51	167.25	184.82

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 3% per annum and the 1994 Group Annuity Reserving Table.

The fixed annuity purchase rates used when purchasing an immediate annuity will be either the guaranteed rate shown above or the current rate being offered by the Company, whichever gives the annuitant the greater monthly income.

The dollar amount of fixed annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of fixed Annuity Option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted upon request.]



Group Annuity Contract
John Hancock Life Insurance Company (U.S.A.)
A Stock Company
601 Congress Street, Boston, MA, U.S.A., 02210
1-800-333-0963

Available **ONLY** to Trusteed Eligible Deferred Compensation Plans of State and Local Governments described in Section 457(b) of the Internal Revenue Code.

CONTRACTHOLDER

[01] [THE TRUSTEES OF THE MUNICIPALITY/STATE OF XYZ DEFERRED COMPENSATION PLAN]

CONTRACT NUMBER

[02] [00000]

CONTRACT EFFECTIVE DATE AND SITUS

[03] [January 1, 2006] at 12:01 a.m. local time at the Contractholder's address. This Contract is delivered in [03a][state] and is subject to its laws.

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.

Sub-accounts are as described on the appropriate Separate Account Riders that are attached to and form part of this Contract.

THE VALUE OF INVESTMENTS IN THE COMPANY'S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.

[05] [If a Stable Value Fund Sub-account is selected as an investment option, the Plan is not permitted to have any investment option that is a "Competing Investment Option", either in this Contract or elsewhere. A "Competing Investment Option" is defined in the "Definitions" section of this Contract.]

PLAN

In this Contract, "Plan" means [06][THE MUNICIPALITY/STATE OF XYZ DEFERRED COMPENSATION PLAN] as at the effective date of the Contract and any later amendments to such Plan.

PLAN SPONSOR

In this Contract, "Plan Sponsor" means [07][THE MUNICIPALITY/STATE OF XYZ].

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[08] [January 1, 2004].

ISSUER

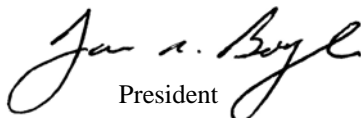
John Hancock Life Insurance Company (U.S.A.) (herein referred to as "we", "us" or "the Company"), agrees to accept contributions sent in by the Contractholder (herein referred to as "you"), to invest those contributions, and to provide services in accordance with the provisions and conditions of this Contract.

Manulife Financial is the trade name of The Manufacturers Life Insurance Company and its subsidiaries, which together form an international financial services organization. This Contract is issued by John Hancock Life Insurance Company (U.S.A.), a wholly-owned subsidiary of The Manufacturers Life Insurance Company.

The provisions and conditions on the following pages are a part of the Contract.

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.


President


Vice President Counsel and Secretary

TABLE OF CONTENTS

	<u>Page</u>
FACE PAGE	1
CONTENTS	2
SECTION 1	3
SECTION 2	4
SECTION 3	4
SECTION 4	4
SECTION 5	5
SECTION 6	5
SECTION 7	6
SECTION 8	8
SECTION 9	8
SECTION 10	9
SECTION 11	9
SECTION 12	9
SECTION 13	9
SECTION 14	10
SECTION 15	10
SECTION 16	10
SECTION 17	10
SECTION 18	11
SECTION 19	11
SECTION 20	11
SECTION 21	11
[01][SECTION 22	11]
SECTION [02][23]	11
 <u>SERVICE SCHEDULE</u>	
CHARGE SCHEDULE	
GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE	
SEPARATE ACCOUNT RIDERS	
[03][LIFETIME INCOME BENEFIT RIDER]	
[04][GUARANTEED INTEREST ACCOUNTS RIDER]	

1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

“Assets” mean the total value of all accounts under this Contract

[01] **“Book Value”** means the value of a guaranteed interest account equal to the aggregate of all contributions made to the account plus interest earned on those contributions less all asset charges, fees and any previous withdrawals.]

“Cash Account” means an account where contributions, for which sufficient information has not been received, are credited. Contributions credited to this account will earn interest at the rate we credit to funds on deposit. The Company may receive and retain earnings on Contract Assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account.

“Contribution” means any amount you pay to us for investment in the Investment Options selected under this Contract. Such amount will include transfer and recurring Contributions unless otherwise specified in the Contract.

[02] **“Competing Investment Option”** means any fund or investment vehicle available under the Plan, either in this Contract or elsewhere, to which contributions or transfers can be made, and which offer a low risk of loss of principal. Competing Investment Options are, but are not limited to, Guaranteed Interest Accounts, GIC’s, money market funds or any other funds as determined by the provider of the underlying stable value mutual fund or trust offered under a Stable Value Fund Sub-account, or us.]

“Contract” means the Group Annuity Contract Application, the Group Annuity Contract and all applicable riders, which together form the entire Contract.

“Contract Year” means the twelve month period beginning on the Contract’s effective date or on a Contract anniversary, and ending on the day before the next Contract anniversary.

[03] **“Guaranteed Interest Accounts”** mean Investment Options in which contributions can be accumulated with interest in the Company’s general funds.]

“Market Day” means the hours of a day during which the New York Stock Exchange is open for trading.

“Market Value” when used in reference to a Sub-account means the value of an investment on a Valuation Date. It is computed by using closing prices, on nationally recognized stock exchanges or over-the-counter markets where no formal exchange exists, on that date to the extent possible. Where the investment is in shares of a mutual fund or portfolio thereof, it is computed by using the net asset value per share provided by that mutual fund, trust or portfolio thereof on that date. [04][When used in reference to a guaranteed interest account, “Market Value” means the value of an investment according to the formula specified in the Guaranteed Interest Accounts Rider.]

“Participant” means a person covered under the Plan.

“Plan Expense Reduction Account” means an account to which monies may be credited on a quarterly basis at the end of each calendar quarter as mutually agreed between you and us.

“Reporting Year” means a twelve month period ending on the date specified by the Contractholder as Reporting Year End. The initial Reporting Year may be less than twelve months.

“Separate Account” means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company.

Assets allocated to a Separate Account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the assets held in the Separate Accounts and is not a Trustee as to such amounts.

“Sub-accounts” mean the Investment Options available under the Separate Accounts of the Company.

“Valuation Date” means a Market Day on which the Company will value the Sub-accounts.

2. CURRENCY

All amounts to be paid either to or by the Company will be paid in United States dollars.

3. CONTRIBUTIONS AND ACCOUNTS

Contributions remitted to this Contract must be for the exclusive benefit of Participants covered under the terms of the Plan.

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] [02][Lifetime Income Benefit Rider] [and] appropriate Separate Account Riders attached to this Contract.

Contributions remitted to this Contract must be sent to the Company using a funding direction approved by us, showing the source and the amount of each type of contribution. A contribution can be divided between the Investment Options selected under this Contract in any ratio desired.

We require complete contributions, enrollment and investment information in order to invest contributions in the Investment Options selected under this Contract. Otherwise, contributions will be invested in the default investment option selected by the Contractholder. If the Contractholder does not specify a default investment option, contributions will be held in the Cash Account in accordance with our current administrative guidelines.

The Company may receive and retain earnings on Contract assets credited to the Cash Account. Such earnings may exceed the funds on deposit rate paid on monies credited to the Cash Account under the terms of the Contract.

Contributions will be deemed received in accordance with Section 9, Financial Transaction Processing.

Contributions will not be subject to any investment gains or losses under this Contract prior to the date they are deemed received for investment purposes.

The Company may refuse future contributions to certain or all Investment Options under this Contract, subject to the provisions of either Section 4, Notice of Change, or Section 8, Discontinuance of Contributions.

Only transfers that are permitted as eligible transfers by the Plan covered under this Contract will be accepted by the Company.

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) increase the fees or charges under this Contract, or
- iii) make any other changes with respect to this Contract.

If any such proposed change is made, we will provide at least [03][90 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees or charges,
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. **CHARGES**

Charges are outlined in the Charge Schedule which is part of this Contract. The charges are guaranteed for the [first] Contract Year. Thereafter, the charges may be changed only if such change is made pursuant to the provisions in Section 4, Notice of Change.

All charges and/or fees unless otherwise specified in the Contract will be paid, as directed by the Contractholder, as follows:

- a) deducted from the [01][Guaranteed Interest Accounts and] Sub-accounts; and/or
 - b) billed to the Contractholder. Billed amounts are due and payable [31] days after the date of the bill. Failure to pay within this time frame will result in a deduction of such charges and/or fees from Contract Assets. The Contractholder agrees that the Company may deduct all future charges and/or fees from Contract Assets if payment of billed charges and/or fees has defaulted at least once.
- [02] [The Company has provided additional money to the Contractholder to compensate for the prior carrier's market value adjustment to the [02a] [Guaranteed Interest Accounts and/or] prior carrier's back end/discontinuance charge. The total value of this additional money is [02b] [V1%] of the total transfer contributions as indicated on the application.]
- [03] [The Company will recover the money paid out as outlined above over a period of [03a] [V2] Contract Years through adjustments to Asset Charges and Discontinuance Charges as outlined in the Charge Schedule of this Contract.]

6. **INTER-ACCOUNT TRANSFERS**

The transfer of contributions between accounts will be permitted, subject to any restrictions specified in this Contract [and][,] in our administrative guidelines [04][and the Lifetime Income Benefit Rider].

The Company must receive written direction specifying the amount to be transferred, the accounts involved and the type of transfer. The Company will also accept direction by any other means agreed to by the Contractholder and the Company.

An underlying mutual fund, trust or portfolio of a Sub-account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the Sub-accounts.

We will defer the transfer privilege at any time that we are unable to purchase or redeem shares of the underlying mutual fund, trust or portfolio of the Sub-accounts under the Contract until such time as we are able to process the transfer.

- [05] [No transfers will be permitted between Guaranteed Interest Accounts. Inter-account transfers from Guaranteed Interest Accounts to Sub-accounts will be permitted only in accordance with the rules stated in the Guaranteed Interest Accounts Rider attached to this Contract.]
- [06] [Inter-account transfers from any Applicable Investment Option to a Sub-Account that is not an Applicable Investment Option, [06a][or a Guaranteed Interest Account], will be subject to the limitations contained in the Lifetime Income Benefit Rider.]

Inter-account transfers will be processed in accordance with Section 9, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase investment option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an investment option or increase investment option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

- restricting the number of transfers made during a defined period;
- restricting the dollar amount of transfers;
- restricting the method used to submit transfers; and,
- restricting transfers into and out of certain Investment Options.

While we seek to identify and prevent disruptive short term trading, it is not always possible to do so. Therefore, no assurance can be given that we will successfully impose restrictions on all disruptive short term trading. The Company's current restrictions are detailed in the administrative guidelines that have been provided to you. The administrative guidelines are also available on the Company's Internet site, or may be requested at any time from the Company.

7. WITHDRAWALS

The types of withdrawals allowed under this Contract are as follows:

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) death;
- 4) return of excess deferrals;
- 5) unforeseeable emergencies, as defined in the Internal Revenue Service Regulations;
- 6) required minimum distribution;
- 7) withdrawals permitted under section 414(w)(2) of the Internal Revenue Code;
- 8) eligible rollover distributions (other than those enumerated above);
- 9) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 10) Contract termination;
- 11) in-service withdrawals as defined in the Plan[.]; and]

[01] [12)periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.]

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract [02][and the Lifetime Income Benefit Rider].

Withdrawals for reasons other than those listed above may also be allowed but will be subject to a withdrawal charge based on the Withdrawal/Discontinuance Charge Scale applicable to this Contract.

Withdrawals from Sub-accounts [03][, excluding a Stable Value Fund Sub-account,] will be made at Market Value regardless of the type of withdrawal or when the withdrawal is made. [04][Notwithstanding any other provisions herein, withdrawals from a Stable Value Fund Sub-account will be made in accordance with, and subject to, the provisions specified in the Stable Value Fund Sub-account description.]

[05] [Withdrawals from Guaranteed Interest Accounts will be made at Book Value, lesser of Book or Market Value, or Market Value depending on the withdrawal type, as listed below. A withdrawal will be on a “last-in, first-out” basis. The amount paid by the Company will be the amount requested to be withdrawn. If there is insufficient money to cover the withdrawal amount requested, and any adjustment applicable to the transaction, from the accounts within the money type selected, the withdrawal will not be processed.

■ Withdrawal types 1-6 will be made at Book Value.

■ Withdrawal types 7-11 will be made at the lesser of book or Market Value.

[05a] [■ Withdrawal type 12 will be made in accordance with the provisions in the Lifetime Income Benefit Rider.]

■ Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of book or Market Value.]

Withdrawals will be processed in accordance with Section 2, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

Withdrawal types other than 10) Contract termination, will be applied in accordance with one or a combination of the following as directed by you:

- a) as a payment to buy an annuity from the Company, or from any other source;
- b) as a payment to the Participant;
- c) as payment to a deceased Participant's beneficiary or estate; or
- d) as a payment to Plan Trustees.

Withdrawal type 10) Contract termination, will be processed in accordance with Section [06][23], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, [07][a withdrawal pursuant to the Lifetime Income Benefit Rider,] or any other form of payment offered by the Company at the time of the withdrawal.

We may request any additional information we deem necessary to process a withdrawal and we may audit Plan records and any other relevant materials to verify the basis of any withdrawals.

8. DISCONTINUANCE OF CONTRIBUTIONS

The Contractholder can discontinue contributions to this Contract at any time by giving us written notice of discontinuance. The effective date of discontinuance will be the later of the date specified on the notice or the date such notice is received by the Company, in accordance with our current administrative guidelines.

Once a discontinuance quote has been requested by the Contractholder, or once the Company had deemed a discontinuance to occur, the Company will not process any withdrawals until the Company has determined whether this Contract is being discontinued or not.

A discontinuance may occur for any of the following reasons:

- a) A contribution is not received [90] days after the contribution frequency selected by the Contractholder;
- [01] [b] Contract Assets fall below [\$70,000.00] at any time following the second Contract anniversary;]
- [01a] [b] Contract Assets at any time during the first [7] Contract Years fall below the amount of transfer contributions indicated on the application. Thereafter, Contract Assets fall below [\$70,000.00] at any time;]
- [02] [c] contributions in the last [2] years average less than [\$35,000.00] per year;
- [02a] [c] contributions in the last [2] years average less than [80%] of the current year estimated contributions excluding transfer contributions as indicated on the application;]
- d) there are less than [2] Participants who are making contributions to the Contract in accordance with the frequency of contributions selected on the application;
- e) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or Assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- f) we receive evidence or otherwise acquire knowledge that the Plan is no longer an Eligible Deferred Compensation Plan of State and Local Governments as described in Section 457 (b) of the Internal Revenue Code or;
- g) the Plan receives written notification from the Commissioner of the Internal Revenue Service that it is not administered in accordance with the applicable eligibility requirements and the Plan fails to correct the inconsistencies noted in the written notification within the prescribed time;
- h) Contract Termination.

A discontinuance of contributions will not be deemed to occur if the Company has refused to accept future contributions pursuant to Section 3, Contributions and Accounts.

Upon a discontinuance of contributions, we will refuse future contributions immediately. Assets that remain in the Contract after a discontinuance of contributions will be subject to all charges and fees outlined in the schedules and riders attached to this Contract.

- [03] [In addition, if a discontinuance is deemed to occur in accordance with this section, the discontinuance charge will be applied in accordance with the Charge Schedule which is part of this Contract. This charge will be applied before deducting all other unpaid charges. The discontinuance charge will only be applied once during the lifetime of the Contract.]

9. FINANCIAL TRANSACTION PROCESSING

Under this Contract, financial transactions include contributions, withdrawals and inter-account transfers.

The effective date of receipt of contributions will depend upon the time money is received by the Company, and in what form it is received. In addition to the above, the effective date of allocation of contributions will also be dependent upon receipt of information pursuant to Section 3, Contributions and Accounts. Except as otherwise provided under an applicable Sub-account description, withdrawals and Inter-account Transfers will be processed only on a Valuation Date. All financial transactions will be processed in accordance with our current administrative guidelines unless otherwise specified in this Contract.

10. NO ASSIGNMENT

The rights of a Participant in any fixed annuity issued under this Contract cannot be assigned, alienated, encumbered or pledged as collateral for a loan except as required by law.

11. LIMITATION ON PAYMENTS

We will not make any payments to a person other than the Contractholder except:

- a) as otherwise provided in this Contract; or
- b) any payment agreed upon by you and the Company.

12. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

- a) **A life annuity:** a fixed monthly annuity payable until the first day of the month in which the Participant dies.
- b) **A life and 5 years certain annuity:** a fixed monthly annuity payable for at least five years, and after that until the first day of the month in which the Participant dies.
- c) **A life and 10 years certain annuity:** a fixed monthly annuity payable for at least ten years, and after that until the first day of the month in which the Participant dies.
- d) **A life and 15 years certain annuity:** a fixed monthly annuity payable for at least fifteen years, and after that until the first day of the month in which the Participant dies.
- e) **A joint and 50% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant, and reducing after the Participant's death to 50% and continuing to the surviving spouse until the first day of the month in which the spouse dies.
- f) **A joint and 100% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant and continuing in the same amount to the surviving spouse until the first day of the month in which the spouse dies.
- g) **Any other form of fixed annuity being offered by the Company.**

Upon annuitization, the Company will issue to each annuitant, a certificate setting forth the benefit to which the annuitant is entitled.

The Company will not allow the purchase of a fixed annuity which provides for a guaranteed period longer than the Participant's life expectancy or the joint life expectancies of the Participant and the Participant's spouse.

The Company will not issue a fixed annuity if the amount available to buy such fixed annuity is less than the Company's current required minimum amount.

13. IMMEDIATE ANNUITY PURCHASE RATES

Attached to the Contract is a table of guaranteed immediate annuity purchase rates which are guaranteed for the duration of the Contract. The table will show rates for an annuitant aged 55 to 70 for the forms of fixed annuity described above. The rates for joint and survivor annuities assume that the age of the joint annuitant's spouse is the same as that of the annuitant. If the age of the annuitant or joint annuitant is not one of those set out above, or if another form of annuity is chosen, we will quote the purchase rate determined on the same basis, on request.

The guaranteed immediate annuity purchase rates on the attached table show the cost in dollars per \$1.00 of monthly annuity income. The amount of each annuity payment will depend upon the calendar year payments begin and the age of the Annuitant and the Co-Annuitant, if any, or other payee. The actual age is determined based on the actual age nearest birthday at the time the first monthly annuity is due.

The dollar amount of annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of annuity option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted on request.

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

14. DATA REQUIRED

You will provide the Company with all information which we will require in order to carry out the provisions of this Contract including but not limited to:

- a) certificates of birth;
- b) certificates of death;
- c) inheritance tax consent;
- d) proof that an annuitant is alive when a fixed annuity payment is due;
- e) proof of benefit payment; and
- f) any other data we will reasonably require.

15. INCORRECT INFORMATION GIVEN TO THE COMPANY

If an error in the amount or dates of payment of a fixed annuity purchased under this Contract is caused by false or incomplete information given to us, the fixed annuity that can be paid will be determined on the basis of the true facts.

If as a result of an error we overpay a fixed annuity, we will recover the excess from future fixed annuity payments.

If we underpay a fixed annuity, we will pay the amount owing to the person entitled to it.

16. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

Only the President or a Vice-President of the Company has power to change, modify or waive the provisions of this Contract on our behalf. Any such change, modification or waiver can only be made in writing. We will not be bound by any promise or representation made at any time by any other person.

The Company also reserves the right to amend or change any or all of the provisions of this Contract, by written notice to you, to the extent necessary to meet the requirements of any law or regulation issued by any governmental agency to which the Company or this Contract is subject. The Company does not assume the responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, nor is the Company providing any advice or representation regarding tax and/or legal matters.

17. CONTRACT INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any of our Investment Options are appropriate for any particular employer's plan or its participants.

18. NON-WAIVER OF CONTRACT PROVISIONS

If the Company fails to insist on compliance with any provision of this Contract at any given time or under any given circumstances, that failure will not be deemed to waive or change such provision in any way. Such provision will still be enforceable at another time or under other conditions. The Company can insist on compliance whether or not the circumstances are the same.

19. RELIANCE ON ACTION BY CONTRACTHOLDER

The Company will not be required to question any action of the Contractholder. The Company will not be responsible to see that any action of the Contractholder is authorized by the terms of the Plan, or any trust agreement or any other document executed in connection with the Plan.

20. WRITTEN INSTRUCTIONS

The Company will act only upon written instructions from the Contractholder or by any other means as agreed upon by the Contractholder and the Company. The Company will be fully discharged from any and all liabilities for any amount paid to the Contractholder or paid in accordance with the directions of the Contractholder or for any change made or action taken upon such direction. The Company will not be obliged to see that money so paid by it to the Contractholder or any person will be properly distributed or applied.

21. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 12, Form of Fixed Annuity.

[01][22. FORCE MAJEURE

The Company will not incur any additional liability where the performance or prompt performance of any obligation under this Contract is prevented by "force majeure". This includes war or threat of war, civil disturbance, industrial dispute, terrorist activity or threat thereof, natural disaster, fire or adverse weather conditions and problems of a similar nature beyond the Company's control.]

[02][23].TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all accounts [03][provided that, if at the time of termination the Contract contains a Stable Value Fund Sub-account, termination of the Contract will be processed subject to the provisions in such Sub-account], [03a][further provided that, if at the time of termination of the Contract, the Lifetime Income Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider].

The Company can also terminate this Contract if the Contract has been deemed discontinued in accordance with Section 8 Discontinuance of Contributions. We will provide the Contractholder with three months advance written notice of our intent to terminate the Contract.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute [03b][, subject to the provisions in the Lifetime Income Benefit,] the remaining Assets in accordance with the following:

1. Sub-account Assets will be at Market Value [04][, except for the Stable Value Fund Sub- account which will be as determined by the provisions in the Stable Value Fund Sub-account description of this Contract] [.][:]
- [05] [2. Guaranteed Interest Account Assets at your election will be:
 - a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
 - b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

If the actions of the Contractholder violate one or more provisions of this Contract, or are such that the Company cannot fulfill its obligations under the Contract, or the Contract is being utilized by the Contractholder in a manner other than its intended purpose, the Company reserves the right to immediately terminate the Contract and apply any applicable charges or adjustments up to the date of such termination.

If the Contract is terminated by either the Contractholder or the Company, the Company will apply all applicable charges and adjustments up to the date of termination. Subject to the provisions of the applicable Sub-account(s) and riders the Company will distribute all remaining amounts under this Contract directly to the Contractholder. Such amounts will be consolidated into one check made payable to the Trustee, unless otherwise requested by the Contractholder and agreed to by the Company, including any applicable costs. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

SERVICE SCHEDULE

In consideration of all the charges, fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- An administration manual and the forms needed to facilitate Contract administration.
- Recordkeeping of contributions.
- Confirmation statements showing enrollments, contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders for the Sub-accounts in accordance with procedures established by the underlying funds.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.

CHARGE SCHEDULE

ASSET CHARGES

Asset charges are calculated based on the total Assets accumulated under this Contract. Unless otherwise specified in the Contract asset charges will be computed monthly and will be billed or deducted as agreed upon between you and us. Upon discontinuance of contributions, asset charges will be computed and deducted as of the discontinuance date, and deducted thereafter only.

The Asset Charge Scale below indicates the basic annualized percentage of Contract Assets [01][and appropriate asset bands to be used in determining the monthly blended percentage used in computing the monthly asset charge].

Contract Assets on any Market Day will be determined as follows:

- [02][add Book Value of all Guaranteed Interest Accounts as of that date;]
- add the Market Value of all units held in the Sub-accounts [02a][(including units held in the Applicable Investment Options found in the Lifetime Income Benefit Rider)] [03][, except the value of the Stable Value Fund Sub-account,] as of that date [; and] [.]
- [04][add the value of the Stable Value Fund Sub-account which will be as determined in accordance with the provisions contained in the Separate Account Rider, as of that date.]

[05][The monthly blended percentage will be determined as follows:

- a) determine total Assets at the end of the previous month;
- b) apply annualized percentage to the appropriate asset bands;
- c) add the dollar amounts calculated in (b);
- d) divide (c) by (a); and
- e) convert the resulting percentage from (d) into an equivalent monthly blended percentage.

The asset charge for a particular month will be determined by multiplying the Contract Assets on the last day of that month by the monthly blended percentage.]

[06][A conditional fee will be applied to the contract if, as of the last Valuation Date of each Contract Year, both of the following conditions are applicable:

- a) the total Contract Assets are less than [\$300,000], and
- b) the total recurring Contributions for the Contract Year received by the Company are less than [\$70,000].

For each such year, the charge will be [\$2,000]. Such amount will be converted into an equivalent monthly amount and deducted proportionately from all accounts maintained under the Contract, based on account balances at the time of the deduction. The deduction will apply for each month that the contract remains in force in the following Contract Year. This conditional fee cannot be billed.]

ASSET CHARGE SCALE

[07][First Contract Year Only]

[08] Contract Assets	Annualized Asset Charge	[08a] Annualized Reduction to Asset Charge
[first \$ 100,000]	[4.00%]	[.600%]
[next \$ 150,000]	[3.90%]	[.500%]
[next \$ 250,000]	[3.80%]	[.400%]
[next \$ 250,000]	[3.70%]	[.300%]
[next \$ 250,000]	[3.60%]	[.200%]
[next \$ 1,000,000]	[3.50%]	[.100%]
[over \$ 2,000,000]	[3.45%]	[.050%]

[09][The Annualized Asset Charge is [09a][4.00%]. The annualized asset charge will be waived once total contract assets are more than [09b][\$2,000,000.00] at the end of the month.] The waiver will apply to the asset charge calculated for the following month. Such waiver will continue to apply only if Contract Assets remain equal to or greater than [09b][\$2,000,000.00] at the end of each month.]

[10][Second Contract Year and After

<u>Contract Assets</u>	<u>Annualized Asset Charge</u>	<u>Annualized Reduction to Asset Charge</u>
[first \$ 100,000]	[4.00%]	[.600%]
[next \$ 150,000]	[3.90%]	[.500%]
[next \$ 250,000]	[3.80%]	[.400%]
[next \$ 250,000]	[3.70%]	[.300%]
[next \$ 250,000]	[3.60%]	[.200%]
[next \$ 1,000,000]	[3.50%]	[.100%]
[over \$ 2,000,000]	[3.45%]	[.050%]

[11][The annualized reduction to the Annualized Asset Charge will only apply if Contract Assets are equal to or greater than [11a][\$2,000,000] at the end of the month. The above annualized reductions will apply to the asset charge calculated for the following month. The reduction will continue to apply only if Contract Assets are equal to or greater than [11a][\$2,000,000] at the end of each month.]

[12][In addition, if total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of the applicable Contract Year, the Asset Charge Scale will be reduced as follows for the next Contract Year, for every asset band.

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
[1 - 4]	[2.00%]
[5 - 7]	[2.00%]
[8 - 10]	[2.00%]
[More than 10]	[2.00%]

If total Contract Assets are less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again apply for the next Contract Year. If total Contract Assets are not less than the amount of transfer contributions indicated on the application at the end of any subsequent Contract Year, the Asset Charge Scale will again be reduced pursuant to the above scale.]

[13] [The Annualized asset charges shown above have increased by [V1%] for [V2] Contract Years, based on total transfer contributions as indicated on the application for the prior carrier's Market Value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.]

[14][Third Party Administrator (TPA) Fees and Registered Investment Advisor (RIA) Fees will be paid in accordance with the instructions received from the Trustee(s).]

Contract Year is determined based on the Effective Date of the Contract.

[15][The Asset charge will not increase to more than 3 times the amount shown unless mutually agreed upon by the Contractholder and the Company.]

[16][WITHDRAWAL CHARGE SCALE]

The Withdrawal Charge Scale is as follows:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil]

[17][DISCONTINUANCE CHARGE SCALE]

The Discontinuance Charge Scale is as follows:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	8.0%	7.0%
2	8.0%	7.0%
3	8.0%	7.0%
4	8.0%	7.0%
5	7.5%	6.5%
6	7.0%	6.0%
7	6.5%	5.5%
8	6.0%	5.0%
9	5.5%	4.5%
10	5.0%	4.0%
More than 10	Nil	Nil

The amount of charge calculated in accordance with this scale will be deducted proportionately from all accounts maintained under the Contract at the earlier of the time contributions are deemed discontinued or the Contract is terminated.

The reduced scale will only apply if the Company receives an average of \$10,000 or more of external transfer per account during the first 12 months of the Contract.]

[17][The Discontinuance charges shown above have been increased as outlined in the following scale, based on total transfer contributions as indicated on the application for the prior carrier's market value adjustment for Guaranteed Interest Accounts and/or the prior carrier's back end/discontinuance charge.

<u>Contract Year in which Discontinuance Occurs</u>	<u>Increase to Discontinuance Charge for Market Value Equalizer</u>
1 - 3	[V1%]
4 - 5	[V2%]
6 - 7	[V3%]]

We may change any Charge Scale contained in this Schedule. Any change to a Charge Scale above will not take place until one year following the Contract Effective Date. We will give you notice of any intended change, in accordance with Section 4, Notice of Change.

[GUARANTEED IMMEDIATE ANNUITY PURCHASE RATES TABLE]

CONTRACT NUMBER: [V1]

CONTRACTHOLDER: [V2]

<u>Age</u>	<u>Life Annuity</u>	<u>Life Annuity with guaranteed period</u>			<u>Joint and Survivor Annuity (Annuitant and Spouse same age)</u>	
		<u>5 years</u>	<u>10 years</u>	<u>15 years</u>	<u>50% J&S</u>	<u>100% J&S</u>
55	229.34	229.81	231.47	234.74	245.50	261.66
56	224.33	224.87	226.75	230.42	240.77	257.21
57	219.24	219.85	221.98	226.07	235.94	252.65
58	214.08	214.77	217.18	221.73	231.03	247.98
59	208.85	209.64	212.36	217.38	226.03	243.20
60	203.57	204.46	207.52	213.06	220.94	238.32
61	198.24	199.25	202.68	208.75	215.79	233.34
62	192.87	194.02	197.83	204.48	210.57	228.26
63	187.48	188.78	192.99	200.27	205.29	223.09
64	182.08	183.54	188.17	196.12	199.96	217.85
65	176.68	178.31	183.37	192.06	194.60	212.52
66	171.29	173.08	178.61	188.09	189.21	207.12
67	165.90	167.87	173.89	184.24	183.78	201.66
68	160.52	162.66	169.21	180.52	178.32	196.13
69	155.11	157.44	164.59	176.94	172.81	190.51
70	149.67	152.20	160.02	173.51	167.25	184.82

The rates are expressed as the cost in dollars per \$1.00 of monthly annuity income. These rates are based on interest at the guaranteed rate of 3% per annum and the 1994 Group Annuity Reserving Table.

The fixed annuity purchase rates used when purchasing an immediate annuity will be either the guaranteed rate shown above or the current rate being offered by the Company, whichever gives the annuitant the greater monthly income.

The dollar amount of fixed annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of fixed Annuity Option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted upon request.]

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNT B RIDER

This Separate Account Rider will be attached to and made part of the Contract and all documents specified under the definition of Contract will form the entire Contract.

The Sub-accounts available under this Separate Account are described below. The Company may substitute shares of another mutual fund, trust or portfolio thereof with similar investment objectives for each Sub-account, subject to Section 4, Notice of Change.

Sub-accounts will be selected or changed upon direction from the Contractholder.

Contributions to the Sub-accounts are recorded in Units.

UNIT VALUE

The Value of a Unit in the Sub-account on a Valuation Date is computed by dividing the proportion of the entire Sub-account's Market Value attributable to all Units of that kind, after deduction of any applicable charges, by the number of Units of that kind outstanding at the end of that Valuation Date. This Unit Value will remain unchanged until the next Valuation Date.

CONVERSION OF CONTRIBUTIONS

Contributions to an account under a Sub-account will be credited in accordance with the Contributions and Accounts section of the Contract. Such contributions will be converted into Units of the Sub-account. The number of Units credited to an account with respect to each contribution will be equal to C/U where:

“C” is the contribution received, and

“U” is the Unit Value on the Day the contribution is being converted.

VALUE OF AN ACCOUNT

The Value of an account on a Valuation Date will be equal to the number of Units of the appropriate Sub-account multiplied by the Unit Value determined for that kind of Unit on that Date.

The value of an account on a Date other than a Valuation Date will be equal to the sum of:

- a) the number of Units in the account multiplied by the Unit Value of that Sub-account on the most recent Valuation Date; and
- b) the amount of contributions credited to the account which has not yet been converted into Units.

WITHDRAWALS

Withdrawals from a Sub-account will only be allowed on a Valuation Date. On the applicable Valuation Date, the Company will convert the Units in the account into cash using the Unit Value in effect on that Valuation Date.

A request for withdrawal will be processed in accordance with the Withdrawals section of this Contract.

INTER-ACCOUNT TRANSFERS

Inter-account transfers will be treated in the same manner as withdrawals. Additionally, transfers will be processed in accordance with the Inter-Account Transfers section of this Contract

EXPENSE RATIO

There is an expense ratio for each kind of Unit of the Sub-account. The expense ratio is composed of the Company's administrative maintenance charge (“AMC”), sales and service fee (if applicable), plus the charges and fees of any underlying mutual fund, trust or portfolio (“the underlying fund expense”). The Company's administrative maintenance charge will be reduced if the Company or an affiliate receives asset based distribution charges (“12b-1 fees”) or sub-transfer agency fees from the underlying mutual fund, trust, portfolio or its underwriter. The expense ratio is applied against the proportion of the Market Value of the Sub-account attributable to that kind of Unit.

The expense ratio for the kind of Unit issued with respect to this Contract will be no more than the administrative maintenance charge for each Sub-account outlined in this Separate Account Rider, sales and service fees (if applicable) plus the underlying fund expense. This will be equivalent to a daily charge based on a percentage of the Market Value of the Sub-account attributable to that kind of Unit as outlined in this Separate Account Rider. The daily charge will be applied on each Valuation Date to the Market Value determined on that Date to be attributable to the kind of Unit issued with respect to this Contract and on each Market Day which is not a Valuation Date to the Market Value determined on the preceding Valuation Date to be attributable to the kind of Unit issued with respect to this Contract. The daily Unit Value declared reflects the application of the daily equivalent of the expense ratio.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNT B RIDER (Cont'd)

We may change the actual administrative maintenance charge at any time subject to Section 4, Notice of Change. In addition, in the event of any change in the underlying fund expense ratio by the underlying mutual fund, trust or portfolio, the expense ratio for each kind of unit of the Sub-account will be automatically adjusted to reflect the same extent of such change.

ADMINISTRATIVE MAINTENANCE CHARGE AND REVENUE SHARING

For all Sub-accounts that are advised or sub-advised exclusively by a mutual fund, trust or portfolio unaffiliated with the Company, we receive revenue equal to [0.50%] of your Contract assets invested in each Sub-account. This revenue comes from two sources:

- 1) an Annual Maintenance Charge (AMC), and
- 2) fees (referred to as "revenue sharing") paid by the underlying mutual fund, trust or other fund related source to us for recordkeeping and other services provided to you by the Company.

The AMC is a direct administrative charge made by us against the entire Sub-account, if applicable. This charge, together with revenue sharing and all the other charges under the Contract, constitute the Company's compensation for all the administrative and recordkeeping services it provides in connection with the Contract, as described in the Service Schedule. The fund expense ratio is a charge for the underlying mutual fund, trust, or portfolio and is determined by the underlying fund, trust, or portfolio and reported in their annual reports, prospectuses or trust documents.

The amount of revenue sharing received by the Company varies from fund to fund, and can come from the fund or trust's Rule 12(b)-1 fees, sub-transfer agency fees, other fund fees, or fees from other fund-related sources. The Company uses all revenue sharing received to reduce the AMC for the Sub-account. If we do not receive any revenue sharing from an unaffiliated underlying mutual fund, trust, or portfolio, the AMC for the Sub-account is [0.50%].

For Sub-accounts advised and sub-advised exclusively by the Company's affiliates, the total fees received by the Company and its affiliates may be higher than those advised or sub-advised exclusively by unaffiliated mutual fund companies. These fees are derived from the mutual fund's, trust's or portfolio's Rule 12(b)-1, sub-transfer agency, investment management, AMC or other fees, and may vary from Sub-account to Sub-account. Except for the Retirement Living, Retirement Choices, Lifestyle, Select Asset Allocation and Select Core Sub-accounts, the Company uses the revenue received from 12(b)-1, sub-transfer agency and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.50%]. For the Retirement Living, Retirement Choices, Lifestyle, and Select Asset Allocation Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.65%]. For the Select Core Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.70%].

SALES AND SERVICE FEE

The sales and service fee represents the cost of compensation that a plan service provider (other than the Company) may charge for services it provides to the Plan, as negotiated between the Plan and such service provider. The sales and service fee will not exceed 1.00% of the Market Value of each Sub-account calculated as an annual rate, applied daily.

THE SUB-ACCOUNTS AVAILABLE UNDER JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT B ARE AS FOLLOWS:

[FIDELITY ADVISOR GOLD FUND]

Contributions to the Fidelity Advisor Gold Fund will be invested solely in shares of the Fidelity Advisor Gold Fund (Class Institutional), a portfolio managed by Fidelity Management & Research Company (Fidelity).

- The Fund seeks capital appreciation by primarily investing in companies engaged in exploration, mining, processing, or dealing in gold, or to a lesser degree, in silver, platinum, diamonds, or other precious metals and minerals. The Fund may also invest up to 25% of assets in physical gold and other precious metals.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FIDELITY ADVISOR LEVERAGED COMPANY STOCK FUND]

Contributions to the Fidelity Advisor Leveraged Company Stock Fund will be invested solely in shares of the Fidelity Advisor Leveraged Company Stock Fund (Class T), a portfolio managed by Fidelity Management & Research Company.

- The fund seeks capital appreciation and primarily invests in common stocks of leveraged companies (companies that issue lower-quality debt and other companies with leveraged capital structures).

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MID-CAP GROWTH INDEX FUND]

Contributions to the Mid-Cap Growth Index Fund will be invested solely in shares of the Vanguard Mid-Cap Growth Index Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Mid-Cap Growth Index Fund seeks to track the performance of the MSCI US Mid Cap Growth Index, a benchmark index that measures the investment return of mid-capitalization growth stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SSGA MID CAP GROWTH INDEX FUND]

Contributions to the SSgA Mid Cap Growth Index Fund will be invested solely in shares of the John Hancock Funds II - Mid Cap Growth Index Fund (Class 1), a portfolio managed by SSgA Funds Management, Inc.

- Seeks to approximate the aggregate total return of a mid cap U.S. domestic equity market index. Under normal market conditions, the fund invests at least 80% of its net assets (plus any borrowings for investment purposes) at the time of investment in (a) the common stocks that are included in the MSCI U.S. Mid Growth Index and (b) securities (which may or may not be included in the MSCI U.S. Mid Growth Index) that the subadviser believes as a group will behave in a manner similar to the index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[KEELEY SMALL CAP VALUE FUND]

Contributions to the Keeley Small Cap Value Fund will be invested solely in shares of Keeley Small Cap Value Fund (Class A), a portfolio managed by Keeley Asset Management Corp.

- The Fund seeks long-term capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DFA EMERGING MARKETS VALUE FUND

Contributions to the DFA Emerging Markets Value Fund will be invested solely in shares of the DFA Emerging Markets Value Fund, a portfolio managed by Dimensional Fund Advisors, Inc. (DFA).

- The DFA Emerging Markets Value Fund seeks long-term capital appreciation. The primary objective of the Emerging Markets Value Portfolio is to capture the return premiums of the emerging non-U.S. value asset class by investing in a well-diversified portfolio of securities. Dimensional has strict country selection criteria to ensure that each emerging market has an adequate legal structure and market liquidity. Within each approved country, all companies that meet the market capitalization and value requirements and have passed the qualitative and quantitative screening process are eligible for purchase in the portfolio.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[JOHN HANCOCK INTERNATIONAL GROWTH FUND

Contributions to the John Hancock International Growth Fund will be invested solely in shares of the John Hancock Funds III - International Growth Fund (Class 1), a portfolio managed by Grantham, Mayo, Van Otterloo & Co. LLC (GMO).

- The portfolio seeks to achieve its objective by outperforming its benchmark. The portfolio typically invests in a diversified portfolio of equity investments from the world's developed markets outside the U.S.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DFA U.S. TARGETED VALUE FUND

Contributions to the DFA U.S. Targeted Value Fund will be invested solely in shares of the DFA U.S. Targeted Value Portfolio, a portfolio managed by Dimensional Fund Advisors, Inc. (DFA).

- The DFA U.S. Targeted Value portfolio seeks to achieve long-term capital appreciation. The portfolio provides investors with exposure to securities of small U.S. companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[NATURAL RESOURCES FUND

Contributions to the Natural Resources Fund will be invested solely in shares of the John Hancock Funds II - Natural Resources Fund (Class 1), a portfolio managed by Wellington Management Company, LLP.

- The portfolio seeks long-term total return. Under normal market conditions, the portfolio will invest at least 80% of its net assets in equity and equity-related securities of natural resource-related companies worldwide. Natural resource-related companies include companies that own or develop energy, metals, forest products and other natural resources, or supply goods and services to such companies. The portfolio seeks to invest in companies that are expected to benefit from rising demand for natural resources and natural resource-based products and services. The portfolio invests in four major areas: 1) energy, 2) metals and mining, 3) forest products and 4) other natural resource-based companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[AMERICAN CENTURY HERITAGE FUND

Contributions to the American Century Heritage Fund will be invested solely in the shares of the American Century Heritage Fund (Class Investor), a portfolio managed by American Century Investment Management, Inc.

- The fund seeks long term growth of capital by investing in companies the manager believes will increase in value over time, using a growth investment strategy developed by American Century. The objective of the managers is to build a portfolio with mid cap growth characteristics comprised of stocks delivering the best combination of acceleration and market leadership. Management looks for companies that have shown accelerating growth in sales or earnings. They believe this accelerating growth leads to upward earnings estimate revisions and expanding price-earnings multiples. Companies showing accelerating earnings are prioritized according to their share price action and will lead to more fundamental research by the analysts to find an identifiable catalyst expected to drive continued growth.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[ROYCE OPPORTUNITY FUND

Contributions to Royce Opportunity Fund will be invested solely in the shares of the Royce Opportunity Fund (Class Investment), a portfolio managed by Royce & Associates, LLC.

- The Royce Opportunity Fund's goal is long-term growth of capital. Royce invests the Fund's assets primarily in a diversified portfolio of equity securities issued by small and micro-cap companies in an attempt to take advantage of what it believes are opportunistic situations for undervalued securities. Although the Fund normally focuses on the securities of companies with market capitalization's less than \$2 billion, it may, in certain market environments, invest an equal or greater percentage of its assets in securities of larger-cap companies. Normally, the Fund will invest at least 65% of its net assets in equity securities. The prices of small- and micro-cap securities are generally more volatile and their markets are less liquid relative to larger-cap securities. Therefore, the Fund may involve considerably more risk of loss and its returns may differ significantly from funds investing in larger-cap companies or other asset classes.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALLCAP WORLD FUND

Contributions to the SMALLCAP World Fund will be invested solely in shares of the SMALLCAP World Fund® (Class R5), a portfolio managed by the American Funds Group.

- The Fund seeks to provide long-term growth of capital by investing in the stocks of smaller companies in the United States and around the world, one of few small-company growth funds that invests globally. Normally, at least 80% of assets will be invested in equities of issuers having market capitalizations of less than \$3.5 billion, measured at time of purchase.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[ENERGY FUND

Contributions to the Energy Fund will be invested solely in shares of the Vanguard Energy Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Energy Fund seeks to achieve long-term capital appreciation by investing at least 80% of its assets in the common stocks of companies engaged in energy related activities. These activities may involve newer sources of energy, such as geothermal, nuclear, and solar power, as well as more traditional sources of energy, such as oil, natural gas, and coal. The portfolio will not purchase the stocks of electric utility companies, although it may invest in natural gas distributors and natural gas pipeline concerns. In selecting stocks, Wellington Management Company, LLP (Wellington Management), adviser to the portfolio, uses a "bottom up" approach in which stocks are chosen based on the adviser's estimates of fundamental investment value. A security will generally be considered appropriate if (as determined by the investment adviser) at least 50% of the issuer's assets, revenues, or net income is related to, or derived from the energy industry. Also, a security will be sold when the adviser believes that an alternative investment provides more attractive risk/return characteristics.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[OPPENHEIMER DEVELOPING MARKETS FUND

Contributions to the Oppenheimer Developing Markets Fund will be invested solely in shares of the Oppenheimer Developing Markets Fund (Class Y), a portfolio managed by OppenheimerFunds, Inc.

- The Oppenheimer Developing Markets Fund aggressively seeks capital appreciation and is designed primarily for aggressive investors seeking capital growth over the long-term. The Fund invests mainly in the common stock of issuers in emerging and developing markets throughout the world. Investors should be willing to assume the substantial risks of short-term price fluctuations and losses that are typical for an aggressive growth fund focusing on stock investments in developing and emerging markets. Under normal market conditions the Fund will invest at least 80% of its total net assets (plus borrowings for investment purposes) in equity securities of issuers whose principal activities are in at least three developing markets. The Fund can invest (but is not required to) up to 100% of its total assets in foreign securities of any market capitalization range, and will emphasize investments in common stocks and other equity securities of growth companies. Developing markets include certain countries outside the U.S. and most of Western Europe, Canada, Japan, Australia, and New Zealand that have economies, industries, or stock markets that the manager believes are growing and gaining more stability and offer attractive long-term investment prospects.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[OPPENHEIMER INTERNATIONAL GROWTH FUND

Contributions to the Oppenheimer International Growth Fund will be invested solely in shares of the Oppenheimer International Growth Fund (Class Y), a portfolio managed by OppenheimerFunds, Inc.

- The Fund seeks long-term capital appreciation. The Fund mainly invests in the common stock of growth companies that are domiciled or that have their primary operations outside of the United States.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[INTERNATIONAL SMALL CAP FUND

Contributions to the International Small Cap Fund will be invested solely in shares of the John Hancock Funds II - International Small Cap Fund (Class 1), a portfolio managed by Franklin Templeton.

- The portfolio seeks long-term capital appreciation. Under normal market conditions, the portfolio will invest at least 80% of its net assets (plus any borrowings for investment purposes) in securities issued by foreign companies which have total stock market capitalizations or annual revenues of \$4 billion or less ("small company securities").

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[T. ROWE PRICE SCIENCE & TECHNOLOGY FUND

Contributions to the T. Rowe Price Science & Technology Fund will be invested solely in shares of the T. Rowe Price Science & Technology Fund (Class Advisor), a portfolio managed by T. Rowe Price Associates, Inc.

- The T. Rowe Price Science & Technology Fund seeks long-term growth of capital by investing in equity securities of technology companies. Current income is incidental to the portfolio's objective.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PRUDENTIAL JENNISON 20/20 FOCUS FUND

Contributions to the Prudential Jennison 20/20 Focus Fund will be invested solely in shares of the Prudential Jennison 20/20 Focus Fund (Class Z), a portfolio managed by Jennison Associates LLC.

- The investment objective is long-term growth of capital. The fund seeks investments whose prices will increase over several years.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[TURNER CORE GROWTH FUND

Contributions to the Turner Core Growth Fund will be invested solely in shares of Turner Core Growth Fund (Class Investor), a portfolio managed by Turner Investment Partners.

- The Fund seeks long-term capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[THORNBURG INTERNATIONAL VALUE FUND

Contributions to the Thornburg International Value Fund will be invested solely in shares of the Thornburg International Value Fund (Class R4), a portfolio managed by Thornburg Investment Management, Inc.

- The Fund seeks long-term capital appreciation by investing in equity and debt securities of all types. This goal is a fundamental policy of the Fund and may be changed only with shareholder approval. The secondary, non-fundamental goal of the Fund is to seek some current income.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[INTERNATIONAL OPPORTUNITIES FUND]

Contributions to the International Opportunities Fund will be invested solely in shares of the John Hancock Funds II - International Opportunities Fund (Class 1), a portfolio managed by Marsico Capital Management, LLC.

- The portfolio seeks long-term growth of capital. The portfolio invests, under normal market conditions, at least 65% of its assets in common stocks of foreign companies that are selected for their long-term growth potential. The portfolio may invest in companies of any size throughout the world. The portfolio normally invests in issuers from at least three different countries not including the U.S. The portfolio may invest in common stocks of companies operating in emerging markets.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SCIENCE & TECHNOLOGY FUND]

Contributions to the Science & Technology Fund will be invested solely in shares of the John Hancock Trust - Science & Technology Trust (Class 1), a portfolio managed by T. Rowe Price Associates, Inc. & RCM Capital Management, LLC.

- The Trust seeks long-term growth of capital by investing in equity securities of technology companies. Current income is incidental to the portfolio's objective.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DFA INTERNATIONAL VALUE FUND]

Contributions to the DFA International Value Fund will be invested solely in shares of the DFA International Value Fund, a portfolio managed by Dimensional Fund Advisors, Inc. (DFA).

- The DFA International Value Fund seeks long-term capital appreciation. The primary objective of the International Value Portfolio is to capture the return premiums of the developed non-U.S. value asset class by investing in a well-diversified portfolio of securities. Within each country, all companies that meet the market capitalization and value requirements and have passed the qualitative and quantitative screening process are eligible for purchase in the portfolio.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL CAP VALUE INDEX FUND]

Contributions to the Small Cap Value Index Fund will be invested solely in shares of the Vanguard Small Cap Value Index Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Small Cap Value Index Fund seeks to track the performance of a benchmark index that measures the investment return of small-capitalization value stocks. The Fund employs a "passive management"—or indexing—investment approach designed to track the performance of the MSCI US Small Cap Value Index, a broadly diversified index of value stocks of smaller U.S. companies. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the Index, holding each stock in approximately the same proportion as its weighting in the Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DFA U.S. SMALL CAP FUND

Contributions to the DFA U.S. Small Cap Fund will be invested solely in shares of the DFA U.S. Small Cap Fund, a portfolio managed by Dimensional Fund Advisors, Inc. (DFA).

- The DFA U.S. Small Cap Fund seeks long-term capital appreciation. The primary objective of the U.S. Small Company Fund is to capture the return premiums of the U.S. small company asset class by investing in a well-diversified portfolio of securities. All companies that fall into the smallest 10% of the market universe (market capitalization) and have passed our qualitative and quantitative screening process are eligible for purchase in the portfolio.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL CAP GROWTH INDEX FUND

Contributions to the Small Cap Growth Index Fund will be invested solely in shares of the Vanguard Small Cap Growth Index Fund (Investor Class), a portfolio managed by Vanguard Group, Inc.

- The Small Cap Growth Index Fund seeks to track the performance of a benchmark index that measures the investment return of small-capitalization growth stocks. The Fund employs a “passive management”—or indexing—investment approach designed to track the performance of the MSCI US Small Cap Growth Index, a broadly diversified index of growth stocks of smaller U.S. companies. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the Index, holding each stock in approximately the same proportion as its weighting in the Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL CAP INDEX FUND*

Contributions to the Small Cap Index Fund will be invested solely in shares of the John Hancock Trust - Small Cap Index Trust, a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to seek to approximate the aggregate total return of a small cap U.S. domestic equity market index. The Trust seeks to achieve this objective by attempting to track the performance of the Russell 2000 Index. The Russell 2000 Index is an unmanaged index composed of the stocks of smaller U.S. companies. The index is composed of the 2,000 smallest companies out of the 3,000 largest U.S. companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FINANCIAL SERVICES FUND

Contributions to the Financial Services Fund will be invested solely in shares of the John Hancock Trust - Financial Services Trust (Class 1), a portfolio managed by Davis Selected Advisers, LP (Davis Advisors).

- The Trust seeks growth of capital. The Trust invests primarily in common stock of financial companies. During normal market conditions, at least 80% of the Trust’s assets (plus any borrowings for investment purposes) are invested in companies that are principally engaged in financial services.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[AMERICAN CENTURY VISTA FUND]

Contributions to the American Century Vista Fund will be invested solely in shares of the American Century Vista Fund (Class Investor), a portfolio managed by American Century Investment Management, Inc.

- The American Century Vista Fund seeks long term growth of capital by investing in companies the manager believes will increase in value over time, using a growth investment strategy developed by American Century. This strategy looks for companies with earnings and revenues that are not only growing, but also growing at a successively faster or accelerating pace.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[BRIDGEWAY ULTRA-SMALL COMPANY MARKET FUND]

Contributions to the Bridgeway Ultra-Small Company Market Fund will be invested solely in shares of the Bridgeway Ultra-Small Company Market Fund, a portfolio managed by Bridgeway Capital Management, Inc.

- The Ultra-Small Company Market Fund seeks to provide a long-term total return of capital, primarily through capital appreciation. The Fund aims to achieve its objective by approximating the total return of the Cap-Based Portfolio 10 Index (the "Index") published by the University of Chicago's Center for Research in Security Prices ("CRSP") over longer time periods. The Adviser normally invests more than 80% of Fund net assets in ultra-small company stocks based on company size at the time of purchase. The Bridgeway Ultra-Small Company Market Fund is a domestic equity fund utilizing quantitative investment methods to buy and sell stocks. Ultra-Small Companies are those with a market capitalization representing the smallest 10% (10th decile) of companies listed on the New York Stock Exchange. The Fund is invested in approximately 600 companies of the over 1,800 companies in the 10th decile universe.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[AIM SMALL CAP GROWTH FUND]

Contributions to the AIM Small Cap Growth Fund will be invested solely in shares of the AIM Small Cap Growth Fund (Class A), managed by Invesco Advisers, Inc.

- The AIM Small Cap Growth Fund has an investment objective of long-term growth of capital. The fund seeks to meet its objective by investing, normally, at least 80% of its assets in securities of small-capitalization companies. In complying with this 80% investment requirement, the fund will invest primarily in marketable equity securities, including convertible securities, but its investments may include other securities such as synthetic instruments. Synthetic instruments are investments that have economic characteristics similar to the fund's direct investments, and may include warrants, futures, options, exchange-traded funds and American Depositary Receipts. The fund considers a company to be a small-capitalization company if it has a market capitalization, at the time of purchase, no larger than the largest capitalized company included in the Russell 2000 Index during the most recent 11 month period (based on month-end data) plus the most recent Date during the current month.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[INTERNATIONAL VALUE FUND]

Contributions to the International Value Fund will be invested solely in shares of the John Hancock Funds II - International Value Fund (Class 1), a portfolio managed by Franklin Templeton.

- The portfolio seeks long-term growth of capital by investing, under normal market conditions, primarily in equity securities of companies located outside the U.S., including in emerging markets.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[EXPLORER FUND

Contributions to the Explorer Fund will be invested solely in the shares of the Vanguard Explorer Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Explorer Fund seeks to provide long-term capital growth. The Fund invests mainly in the stocks of small companies (which, at the time of purchase, typically have Market Values between \$500 million and \$2.5 billion). These companies tend to be unseasoned but are considered by the Fund's advisers to have superior growth potential. Also, these companies often provide little or no dividend income. Historically, these stocks have been more volatile in price than the large-cap stocks that dominate the overall stock market, and they often perform quite differently. Vanguard Explorer Fund employs five investment advisers, each of which independently chooses and maintains a portfolio of common stocks for the Fund. The Fund's board of trustees decides the proportion of Fund assets to be managed by each adviser and may change these proportions at any time. Although the Fund typically does not make significant investments in foreign securities, it reserves the right to invest up to 20% of its assets this way. The Fund may also invest in stock futures and options contracts, which are types of derivatives. Losses (or gains) involving futures can sometimes be substantial—in part because a relatively small price movement in a futures contract may result in an immediate and substantial loss (or gain) for a fund. The Fund will not use derivatives for speculative purposes or as leveraged investments that magnify gains or losses. The Fund's obligation under futures contracts will not exceed 20% of its total assets.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MID CAP STOCK FUND

Contributions to the Mid Cap Stock Fund will be invested solely in shares of the John Hancock Funds II - Mid Cap Stock Fund (Class 1), a portfolio managed by Wellington Management Company, LLP.

- The portfolio seeks long-term growth of capital by investing primarily in equity securities of companies with market capitalization's that approximately match the range of capitalization of the Wilshire Mid Cap 750 Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[INTERNATIONAL EQUITY INDEX FUND*

Contributions to the International Equity Index Fund will be invested solely in shares of the John Hancock Trust - International Equity Index Trust A (Class 1), a portfolio managed by State Street Global Advisors Funds Management, Inc. (SSgA).

- The investment objective of the Trust is to seek to approximate the aggregate total return of a foreign equity market index. The Trust seeks to achieve this objective by attempting to track the performance of the Morgan Stanley European Australian Far East Free Index. The MSCI EAFE Index is an unmanaged index of approximately 1,000 securities traded in non-U.S. markets. Countries and geographical areas such as Europe, Australia and Japan typically comprise a greater percentage of the MSCI EAFE Index than other geographical areas and, therefore, tend to have a greater impact on the performance of the index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[INTERNATIONAL CORE FUND]

Contributions to the International Core Fund will be invested solely in shares of the John Hancock Funds III - International Core Fund (Class 1), a portfolio managed by Grantham, Mayo, Van Otterloo & Company LLC.

- The portfolio seeks long-term growth of capital. Under normal market conditions, the portfolio invests at least 80% of its net assets (plus any borrowings for investment purposes) in common stocks. The portfolio primarily invests in the countries that make up the MSCI EAFE Index. At least 50% of the portfolio's assets will be invested in securities that are represented in the MSCI EAFE Index. However, the portfolio may invest up to 50% of its total assets in non-Index securities of companies located in the countries that make up the Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL CAP GROWTH FUND]

Contributions to the Small Cap Growth Fund will be invested solely in shares of the John Hancock Trust – Small Cap Growth Trust (Class 1), a portfolio managed by Wellington Management Company, LLP.

- The Small Cap Growth Trust seeks long-term capital appreciation. The portfolio invests, under normal market conditions, primarily in small-cap companies that are believed to offer above-average potential for growth in revenues and earnings

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FRANKLIN SMALL-MID CAP GROWTH FUND]

Contributions to the Franklin Small-Mid Cap Growth Fund will be invested solely in shares of the Franklin Small-Mid Cap Growth Fund (Class A), a portfolio managed by Franklin Templeton.

- The Franklin Small-Mid Cap Growth Fund seeks long-term growth of capital. Under normal market conditions, the Fund will invest at least 80% of its total assets in the equity securities of U.S. small capitalization (small cap) companies. For this fund, small cap companies are those companies with market cap values not exceeding: (i) \$1.5 billion; or (ii) the highest market cap value in the Russell Mid Cap Growth Index; whichever is greater at the time of purchase.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[JOHN HANCOCK RAINIER GROWTH FUND]

Contributions to the John Hancock Rainier Growth Fund will be invested solely in shares of the John Hancock Funds III – John Hancock Rainier Growth Fund (Class A), a portfolio managed by Rainier Investment Management, Inc.

- The Fund seeks to maximize long-term capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LEGG MASON CLEARBRIDGE AGGRESSIVE GROWTH FUND

Contributions to the Legg Mason ClearBridge Aggressive Growth Fund will be invested solely in shares of the Legg Mason ClearBridge Aggressive Growth Fund (Class I), a portfolio managed by Legg Mason Partners Investment Funds, Inc.

- The Legg Mason ClearBridge Aggressive Growth Fund's investment objective is to seek capital appreciation. The fund invests primarily in common stocks of companies that the manager believes are experiencing, or will experience, growth in earnings that exceeds the average rate of earnings growth of the companies which comprise the S & P 500 Index. The fund may invest in the securities of large, well-known companies, which offer prospects of long-term earnings growth. However, because small- to medium-sized companies often achieve higher earnings growth rates, a significant portion of the fund's assets may be invested in the securities of such companies. In the selection process, the manager emphasizes individual security selection while diversifying the fund's investments across industries, which may help to reduce risk. The manager focuses primarily, but not exclusively, on emerging growth companies that have passed their "start-up" phase and show positive earnings and the prospect of achieving significant profit gains beginning in the two to three years after the fund acquires their stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[T. ROWE PRICE HEALTH SCIENCES FUND

Contributions to the T. Rowe Price Health Sciences Fund will be invested solely in shares of the T. Rowe Price Health Sciences Fund (Class I), a portfolio managed by T. Rowe Price Associates, Inc.

- The T. Rowe Price Health Sciences Fund seeks long-term capital appreciation. The fund will normally invest at least 80% of total assets in the common stocks of the companies engaged in the research, development, production or distribution of products or services related to health care, medicine, or the life sciences. While the fund can invest in companies of any size, the majority of fund assets are expected to be invested in large- and mid-capitalization companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[NEW WORLD FUND

Contributions to the New World Fund will be invested solely in shares of the New World FundSM (Class R5) a portfolio managed by the American Funds Group.

- The Fund seeks long-term growth of capital by investing in stocks and bonds with significant exposure to countries that have developing economies and/or markets. The fund invests in securities of issuers based in "qualified developing countries," as well as in equity securities of issuers based in the developed world with significant assets or revenues attributable to developing countries. For their total return potential, the fund also invests in bonds offering exposure to developing countries.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[EUROPACIFIC GROWTH FUND

Contributions to the EuroPacific Growth Fund will be invested solely in shares of the EuroPacific Growth Fund® (Class R5), a portfolio managed by American Funds Group.

- The EuroPacific Growth Fund® seeks to provide long-term growth of capital. It invests primarily in stocks of issuers located in Europe and the Pacific Basin. The fund may also hold cash or money market instruments.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[REAL ESTATE SECURITIES FUND]

Contributions to the Real Estate Securities Fund will be invested solely in shares of the John Hancock Funds II - Real Estate Securities Fund (Class 1), a portfolio managed by Deutsche Asset Management, Inc. ("DeAM").

- The portfolio seeks to achieve a combination of long-term capital appreciation and current income. The portfolio invests, under normal market conditions, at least 80% of net assets (plus any borrowings for investment purposes) in equity securities of real estate investment trusts ("REITs") and real estate companies. Equity securities include common stock, preferred stock and securities convertible into common stock.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MID-CAP VALUE INDEX FUND]

Contributions to the Mid-Cap Value Index Fund will be invested solely in shares of the Vanguard Mid-Cap Value Index Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Mid-Cap Value Index Fund seeks to track the performance of the MSCI US Mid Cap Value Index, a benchmark index that measures the investment return of mid-capitalization value stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SSGA MID CAP VALUE INDEX FUND]

Contributions to the SSgA Mid Cap Value Index Fund will be invested solely in shares of the John Hancock Funds II - Mid Cap Value Index Fund (Class 1), a portfolio managed by SSgA Funds Management, Inc.

- Seeks to approximate the aggregate total return of a mid cap U.S. domestic equity market index. Under normal market conditions, the fund invests at least 80% of its net assets (plus any borrowings for investment purposes) at the time of investment in (a) the common stocks that are included in the MSCI U.S. Mid Value Index and (b) securities (which may or may not be included in the MSCI U.S. Mid Value Index) that the subadviser believes as a group will behave in a manner similar to the index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL CAP VALUE FUND]

Contributions to the Small Cap Value Fund will be invested solely in shares of the John Hancock Trust - Small Cap Value Trust (Class 1), a portfolio managed by Wellington Management Company, LLP.

- The Trust seeks long-term capital appreciation. The portfolio invests, under normal market conditions, at least 80% of its assets in small-cap companies that are believed to be undervalued by various measures and offer good prospects for capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL CAP OPPORTUNITIES FUND]

Contributions to the Small Cap Opportunities Fund will be invested solely in shares of the John Hancock Funds II - Small Cap Opportunities Fund (Class 1), a portfolio managed by Dimensional Fund Advisors, Inc. (DFA) & Invesco Advisers, Inc.

- The Small Cap Opportunities Fund seeks long-term capital appreciation. Investment Strategies: the portfolio seeks this objective by investing, under normal circumstances, at least 80% of its assets (plus any borrowings for investment purposes) in equity securities of small-capitalizations within the range of the companies in the Russell 2000 Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[OPTIMIZED ALL CAP FUND]

Contributions to the Optimized All Cap Fund will be invested solely in shares of the John Hancock Trust - Optimized All Cap Trust (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The Optimized All Cap Trust seeks long-term growth of capital. The Trust seeks to achieve its objective by investing, under normal circumstances, primarily in equity securities of U.S. companies with high growth potential. The portfolio may invest in large, mid and small sized companies, though large capitalization companies will generally form the greatest component.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MID VALUE FUND]

Contributions to the Mid Value Fund will be invested solely in shares of the John Hancock Trust - Mid Value Trust (Class 1), a portfolio managed by T. Rowe Price Associates, Inc.

- The Trust seeks long-term capital appreciation. The portfolio invests, under normal market conditions, primarily in a diversified mix of common stocks of mid size U.S. companies that are believed to be undervalued by various measures and offer good prospects for capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CAPITAL WORLD GROWTH AND INCOME FUND]

Contributions to the Capital World Growth and Income Fund will be invested solely in shares of the Capital World Growth and Income FundSM (Class R5), a portfolio managed by American Funds Group.

- The Capital World Growth and Income FundSM seeks to provide long-term growth of capital with current income by investing in established, growing companies all over the world, including the United States. With the flexibility to take advantage of opportunities around the world, the fund invests primarily in blue chip stocks issued by companies in the world's largest stock markets. The fund is conservatively managed and focuses on established companies that pay regular dividends.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[BRANDYWINE BLUE FUND

Contributions to the Brandywine Blue Fund will be invested solely in shares of the Brandywine Blue Fund, a portfolio managed by Friess Associates, LLC.

- The fund seeks capital appreciation. The Brandywine Funds invest principally in common stocks of U.S. companies, and to a lesser extent, in equity securities of foreign issuers, usually those which are publicly traded in the United States either directly or through American Depositary Receipts ("ADRs").

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FUNDAMENTAL INVESTORS

Contributions to the Fundamental Investors will be invested solely in shares of the Fundamental InvestorsSM (Class R5), a portfolio managed by American Funds Group.

- Fundamental InvestorsSM seeks to provide long-term growth of capital and income primarily through investments in common stocks. Using principles of fundamental analysis, the fund seeks undervalued and overlooked opportunities with the potential for long-term growth. Companies under consideration for the portfolio often have strong balance sheets, high-quality products and leading market share. The fund's holdings typically represent good value and possess above-average potential for growth in sales, earnings and dividends.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[COLUMBIA VALUE AND RESTRUCTURING FUND

Contributions to the Columbia Value and Restructuring Fund will be invested solely in shares of the Columbia Value and Restructuring Fund (Class Z), a portfolio managed by Columbia Management.

- The Columbia Value and Restructuring Fund seeks long-term capital appreciation by investing in companies which the Investment Adviser believes will benefit from their restructuring or redeployment of assets and operations in order to become more competitive or profitable.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[NEW PERSPECTIVE FUND

Contributions to the New Perspective Fund will be invested solely in shares of the New Perspective Fund® (Class R5), a portfolio managed by American Funds Group.

- The Fund seeks to provide long-term growth of capital through investments all over the world, including the United States. diversifies among blue chip companies in the United States and abroad, emphasizing multinational or global companies and focusing on opportunities generated by changes in global trade patterns and economic and political relationships.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PRUDENTIAL JENNISON MID CAP GROWTH FUND

Contributions to the Prudential Jennison Mid Cap Growth Fund will be invested solely in shares of the Prudential Jennison Mid Cap Growth Fund (Class Z), a portfolio managed by Jennison Associates LLC.

- The Fund's investment objective is long-term capital appreciation. This means we seek investments whose prices will increase over several years. While we make every effort to achieve our objective, we can't guarantee success. In pursuing our objective, we normally invest at least 80% of the Fund's investable assets in equity and equity-related securities of medium-sized companies with the potential for above-average growth.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[JP MORGAN MID CAP VALUE FUND

Contributions to the JP Morgan Mid Cap Value Fund will be invested solely in shares of the JP Morgan Mid Cap Value Fund (Class Institutional), a portfolio managed by J.P. Morgan Investment Management Inc.

- The investment objective of the Fund is to seek capital appreciation by investing in equity securities that are believed to be undervalued and therefore represent an investment value. The portfolio will typically consist of approximately 80-100 stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SMALL COMPANY VALUE FUND

Contributions to the Small Company Value Fund will be invested solely in shares of the John Hancock Funds II - Small Company Value Fund (Class 1), a portfolio managed by T. Rowe Price Associates, Inc.

- The portfolio seeks long-term capital growth by investing primarily in small companies whose common stocks are believed to be undervalued. Normally, the portfolio will invest at least 80% of its total assets (plus any borrowings for investment purposes) in companies with a market capitalization of \$1 billion or less. However, the portfolio will not sell a stock just because the company has grown to a market capitalization of more than \$1 billion and, on occasion, may purchase companies with a market capitalization of more than \$1 billion.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[VICTORY DIVERSIFIED STOCK FUND

Contributions to the Victory Diversified Stock Fund will be invested solely in shares of Victory Diversified Stock Fund (Class A), a portfolio managed by Victory Capital Management.

- The Fund seeks to provide long-term growth of capital.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FRANKLIN BALANCE SHEET INVESTMENT FUND]

Contributions to the Franklin Balance Sheet Investment Fund will be invested solely in shares of the Franklin Balance Sheet Investment Fund (Class A), a portfolio managed by Franklin Templeton.

- The Franklin Balance Sheet Investment Fund seeks long-term total return, of which capital appreciation and income are components. The fund typically invests in the common and preferred stocks of companies whose assets may have been understated in conventional balance sheet calculations, including: valuable franchises or other intangibles; ownership of valuable trademarks or trade names; control of distribution networks or of market share for particular products. The fund may also invest in registered, closed-end management investment companies based on a range of market-related and valuation characteristics.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FIDELITY ADVISOR NEW INSIGHTS FUND]

Contributions to the Fidelity Advisor New Insights Fund will be invested solely in shares of Fidelity Advisor New Insights Fund (Class T), a portfolio managed by Fidelity Management & Research Company.

- The Fund seeks capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RIVERSOURCE MID CAP VALUE FUND]

Contributions to the RiverSource Mid Cap Value Fund will be invested solely in the shares of the RiverSource Mid Cap Value Fund (Class R4), a portfolio managed by RiverSource Investments, LLC.

- The RiverSource Mid Cap Value Fund seeks long-term growth of capital by investing at least 80% of net assets in equity securities of medium-sized companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[VALUE FUND]

Contributions to the Value Fund will be invested solely in shares of the John Hancock Trust - Value Trust (Class 1), a portfolio managed by Van Kampen Investments.

- The investment objective of the Trust is to realize an above-average total return over a market cycle of three to five years, consistent with reasonable risk. The Trust seeks to attain this objective by investing primarily in common and preferred stocks, convertible securities, rights and warrants, American Depositary Receipts and other equity securities of companies with equity capitalizations usually greater than \$300 million.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[T. ROWE PRICE SMALL CAP VALUE FUND

Contributions to the T. Rowe Price Small Cap Value Fund will be invested solely in shares of the T. Rowe Price Small Cap Value Fund (Class Advisor), a portfolio managed by T. Rowe Price Associates, Inc.

- The T. Rowe Price Small Cap Value Fund seeks long-term capital growth by investing primarily in small companies whose common stocks are believed to be undervalued. Normally, the fund will invest at least 80% of its total assets in companies with a market capitalization of \$1 billion or less. However, the fund will not sell a stock just because the company has grown to a market capitalization of more than \$1 billion and, on occasion, may purchase companies with a market capitalization of more than \$1 billion.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MID CAP INDEX FUND*

Contributions to the Mid Cap Index Fund will be invested solely in shares of the John Hancock Trust - Mid Cap Index Trust (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to seek to approximate the aggregate total return of a mid cap U.S. domestic equity market index. The Trust seeks to achieve this objective by attempting to track the performance of the S&P Mid Cap 400 Index. The S&P 400 Index is an unmanaged index composed of the securities of 400 medium sized U.S. companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DREYFUS STRUCTURED MIDCAP FUND

Contributions to the Dreyfus Structured Midcap Fund will be invested solely in shares of the Dreyfus Structured Midcap Fund (Class A), a portfolio managed by Dreyfus.

- The Dreyfus Structured Midcap Fund seeks long-term capital growth. To pursue this goal, the fund normally invests at least 80% of its assets in the stocks of companies included in the S&P 400 MidCap Index or the Russell Midcap Index at the time of purchase. The fund's stock investments may include common stocks, preferred stocks and convertible securities of U.S. and foreign issuers.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MASSACHUSETTS INVESTORS FUND

Contributions to the Massachusetts Investors Fund will be invested solely in shares of the Massachusetts Investors Trust (Class R3), a portfolio managed by MFS Investment Management.

- The Fund's investment objective is to seek capital appreciation. Investments are selected primarily based on fundamental analysis of issuers and their potential in light of their current financial condition and industry position, and market, economic, political, and regulatory conditions.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[OPPENHEIMER GLOBAL FUND

Contributions to the Oppenheimer Global Fund will be invested solely in shares of the Oppenheimer Global Fund (Class Y), a portfolio managed by OppenheimerFunds, Inc.

- The Oppenheimer Global Fund's investment objective is to seek capital appreciation and is designed for investors seeking capital growth in their investment over the long-term from a fund that invests in the U.S. and abroad. The Fund invests mainly in the common stock of companies in the U.S. and foreign countries. The Fund can invest without limit in foreign countries and can invest in any country, including countries with developed or emerging markets. However, the Fund currently emphasizes investments in developed countries such as the United States, Western European countries, and Japan. The Fund does not limit its investments to companies in a particular capitalization range but currently focuses its investments in mid- and large-cap companies. As a fundamental policy, the Fund normally will invest in at least three countries (one of which may be the United States). Typically the Fund invests in a number of countries.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PARNASSUS EQUITY INCOME FUND

Contributions to the Parnassus Equity Income Fund will be invested solely in shares of the Parnassus Equity Income Fund (Class Institutional), a portfolio managed by Parnassus Investments.

- The Fund seeks long-term capital appreciation and current income. The Fund mainly invests in securities that pay interest or dividends. The Fund also targets companies that are committed to corporate responsibility by evaluating companies' workplaces, environmental policies, product quality, corporate governance and community relations.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[BLUE CHIP GROWTH FUND

Contributions to the Blue Chip Growth Fund will be invested solely in shares of the John Hancock Funds II - Blue Chip Growth Fund (Class 1), a portfolio managed by T. Rowe Price Associates, Inc.

- The primary objective of the portfolio is to provide long-term growth of capital. Current income is a secondary objective, and many of the stocks are expected to pay dividends.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LARGE CAP VALUE FUND

Contributions to the Large Cap Value Fund will be invested solely in shares of the John Hancock Funds II - Large Cap Value Fund (Class 1), a portfolio managed by BlackRock Investment Management, LLC.

- The portfolio seeks long-term capital growth. The portfolio seeks to achieve its investment objective by investing at least 80% of its net assets in common stocks of large cap companies the subadviser selects from among those that are, at the time of purchase, included in the Russell 1000 Index. The portfolio will seek to outperform the Russell 1000 Value Index by investing in equity securities that the subadviser believes are selling at below normal Valuations. The Russell 1000 Value Index, a subset of the Russell 1000 Index, consists of those Russell 1000 companies with lower price-to-book ratios and lower forecasted growth values.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DOMINI SOCIAL EQUITY FUND]

Contributions to the Domini Social Equity Fund will be invested solely in shares of the Domini Social Equity Fund Investor Shares (Class Investor), a portfolio managed by Domini Social Investments & Wellington Management.

- The Fund seeks to provide its shareholders with long-term total return. The Domini Social Equity Fund invests primarily in stocks of U.S. companies that meet Domini Social Investments' social and environmental standards. Subject to these standards, Wellington Management Company, LLP, the Fund's submanager, seeks to add value using a diversified quantitative stock selection approach, while managing risk through portfolio construction.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[UTILITIES FUND]

Contributions to the Utilities Fund will be invested solely in shares of the John Hancock Trust - Utilities Trust (Class 1), a portfolio managed by MFS Investment Management.

- The Trust seeks capital growth and current income (income above that available from a portfolio invested entirely in equity securities) and invests, under normal market conditions, at least 80% of its total assets (plus any borrowings for investment purposes) in equity and debt securities of domestic and foreign companies (including emerging market securities) in the utilities industry. The Trust is a non-diversified mutual fund. This means that the Trust may invest a relatively high percentage of its assets in one or a few issuers.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[ALL CAP CORE FUND]

Contributions to the All Cap Core Fund will be invested solely in shares of the John Hancock Trust - All Cap Core Trust (Class 1), a portfolio managed by Deutsche Asset Management, Inc. ("DeAM").

- The investment objective of the Trust is to seek long-term growth of capital. The portfolio invests in stocks within all asset classes (small, mid and large cap) primarily those within the Russell 3000 Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MFS UTILITIES FUND]

Contributions to the MFS Utilities Fund will be invested solely in shares of the MFS Utilities Fund (Class R3), a portfolio managed by MFS Investment Management.

- The MFS Utilities Fund seeks capital growth and current income (income above that available from a portfolio invested entirely in equity securities). That fund will invest, under normal market conditions, at least 80% of its total assets in equity and debt securities of domestic and foreign companies in the utilities industry. The fund is a non-diversified mutual fund. This means that the fund may invest a relatively high percentage of its assets in one or a few issuers.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[BLACKROCK LARGE CAP VALUE FUND

Contributions to the BlackRock Large Cap Value Fund will be invested solely in shares of the BlackRock Large Cap Value Fund (Class Institutional), a portfolio managed by BlackRock Investment Management, LLC.

- The BlackRock Large Cap Value Fund seeks long-term capital growth. The fund seeks to achieve its investment objective by investing at least 80% of its net assets in common stocks of large cap companies. The fund will seek to outperform the Russell 1000® Value Index by investing in equity securities that the Investment Adviser believes are selling at below normal Valuations. The Russell 1000® Value Index, another subset of the Russell 1000® Index, consists of those Russell 1000® companies with lower price-to-book ratios and lower forecasted growth values. The fund may also invest up to 10% in foreign securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[TOTAL STOCK MARKET INDEX FUND*

Contributions to the Total Stock Market Index Fund will be invested solely in shares of the John Hancock Trust - Total Stock Market Index Trust (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to seek to approximate the aggregate total return of a broad U.S. domestic equity market index. The Trust seeks to achieve this objective by attempting to track the performance of the Wilshire 5000 Equity Index. The Wilshire 5000 Index is an unmanaged index composed of more than 7000 stocks including all of the U.S. common stocks regularly traded on the New York and American Stock Exchanges and the NASDAQ over-the-counter markets.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[TEMPLETON WORLD FUND

Contributions to the Templeton World Fund will be invested solely in shares of the Templeton World Fund (Class A), a portfolio managed by Franklin Templeton.

- The Templeton World Fund's investment goal is long-term capital growth. Under normal market conditions, the Fund invests mainly in the equity securities of companies located anywhere in the world, including emerging markets. At least 65% of its total assets will be invested in issuers located in at least three different countries (including the U.S.). The Fund also invests in American, European and Global Depositary Receipts. The Fund, from time to time, may have significant investments in one or more countries or in particular sectors such as technology (including computer hardware and software, electronics, and telecommunications) and financial institutions. Depending upon current market conditions, the Fund generally invests a portion of its total assets in debt securities of companies and governments located anywhere in the world. The Fund may use swap agreements as a derivative strategy to protect its assets, implement a cash or tax management strategy or enhance its returns. The Fund may invest up to 5% of its total assets in swap agreements.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[GROWTH INDEX FUND

Contributions to the Growth Index Fund will be invested solely in shares of the Vanguard Growth Index Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Growth Index Fund seeks to track the performance of the MSCI US Prime Market Growth Index, a benchmark index that measures the investment return of large-capitalization growth stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CAPITAL APPRECIATION FUND]

Contributions to the Capital Appreciation Fund will be invested solely in shares of the John Hancock Funds II - Capital Appreciation Fund (Class 1), a portfolio managed by Jennison Associates, LLC.

- The portfolio seeks long-term growth of capital and seeks to achieve its objective by investing at least 65% of the portfolio's total assets in equity-related securities of companies that exceed \$1 billion in market capitalization and that have above-average growth prospects.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[THE GROWTH FUND OF AMERICA]

Contributions to The Growth Fund of America will be invested solely in shares of The Growth Fund of America® (Class R5), a portfolio managed by American Funds Group.

- The Growth Fund of America® seeks to provide growth of capital. The fund invests primarily in common stocks. The growth-oriented, equity-type securities generally purchased by the fund may involve large price swings and potential for loss. The fund may invest up to 15% of its assets in securities of issuers domiciled outside the U.S. and Canada, and not included in the Standard & Poor's 500 Composite Index.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[EATON VANCE LARGE-CAP VALUE FUND]

Contributions to the Eaton Vance Large-Cap Value Fund will be invested solely in shares of the Eaton Vance Large-Cap Value Portfolio (Class A), a portfolio managed by Eaton Vance Management.

- The Eaton Vance Large-Cap Value Portfolio's investment objective is to seek total return. Under normal market conditions, the Portfolio primarily invests in value stocks of large-cap companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[ALL CAP VALUE FUND]

Contributions to the All Cap Value Fund will be invested solely in shares of the John Hancock Funds II - All Cap Value Fund (Class 1), a portfolio managed by Lord, Abnett & Co. LLC.

- The portfolio seeks capital appreciation. The portfolio invests primarily in equity securities of U.S. and multinational companies that Lord Abnett believes are undervalued in all capitalization ranges. Under normal circumstances, the portfolio will invest at least 50% of its net assets in equity securities of large seasoned companies with market capitalizations at the time of purchase that fall within the market capitalization range as defined by the Russell 1000 Index. This range varies daily. Equity securities may include common stocks, preferred stock, convertible securities, warrants, and similar instruments. These are companies that appear under priced according to certain financial measurements of their intrinsic worth or business prospects (such as price-to-earnings or price-to-book ratios).

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FIDELITY CONTRA FUND]

Contributions to the Fidelity Contra Fund will be invested solely in shares of the Fidelity Contrafund, a portfolio managed by Fidelity Management & Research Company.

- The Fidelity Contra Fund seeks capital appreciation. It invests primarily in undervalued common stocks and securities convertible into common stock. It may also invest in preferred stocks, warrants, and other debt securities. The fund seeks companies currently out of favor with the investing public that may have favorable long-term outlooks due to termination of unprofitable operations, changes in management, industry or products, or a possible merger/acquisition. This strategy can lead to investments in small and medium-sized companies, which carry more risk than larger ones. The fund may invest up to 5% of its assets in lower-quality debt securities, sometimes called "junk" bonds.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MUTUAL GLOBAL DISCOVERY FUND]

Contributions to the Mutual Global Discovery Fund will be invested solely in shares of the Mutual Global Discovery Fund (Class Z), a portfolio managed by Franklin Templeton.

- The Mutual Global Discovery Fund seeks long-term capital appreciation. The fund invests primarily in common and preferred stocks, as well as, debt securities and securities convertible into common stock that are, in the opinion of the Fund's Investment Advisor, trading at prices below their intrinsic value according to, among other factors, price/book ratio, price/earnings ratio, and cash flow. The fund may also invest in securities of companies involved in mergers, consolidations, liquidations and reorganizations as well as corporate debt securities of any credit quality. It also invests in foreign securities offering similar Valuations and companies with small market capitalization.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RIVERSOURCE EQUITY VALUE FUND]

Contributions to the RiverSource Equity Value Fund will be invested solely in shares of RiverSource Equity Value Fund (Class R4), a portfolio managed by RiverSource Investments, LLC.

- The Fund seeks growth of capital and income.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LARGE CAP FUND]

Contributions to the Large Cap Fund will be invested solely in shares of the John Hancock Funds II - Large Cap Fund (Class 1), a portfolio managed by UBS Global Asset Management (Americas) Inc.

- The portfolio seeks to maximize total return, consisting of capital appreciation and current income. Under normal circumstances, the portfolio invests at least 80% of its net assets (plus borrowings for investment purposes, if any) in equity securities of U.S. large capitalization companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[FRANKLIN TEMPLETON FOUNDING FUNDS ALLOCATION FUND

Contributions to the Franklin Templeton Founding Funds Allocation Fund will be invested solely in shares of the Franklin Templeton Founding Funds Allocation Fund (Class Advisor), a portfolio managed by Franklin Templeton.

- The principal investment goal is capital appreciation. Its secondary goal is income.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[EQUITY INCOME FUND

Contributions to the Equity Income Fund will be invested solely in shares of the John Hancock Funds II - Equity Income Fund (Class 1), a portfolio managed by T. Rowe Price Associates, Inc.

- The investment objective of the portfolio is to provide substantial dividend income and also long-term capital appreciation. The portfolio seeks to attain this objective by investing primarily in dividend-paying common stocks, particularly of established companies with favorable prospects for both increasing dividends and capital appreciation.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CORE GLOBAL DIVERSIFICATION PORTFOLIO

Contributions to the Core Global Diversification Portfolio will be invested solely in shares of John Hancock Funds II - Core Global Diversification Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long-term growth of capital by investing approximately 65% of the portfolio's assets in equity securities and approximately 35% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[OPTIMIZED VALUE FUND

Contributions to the Optimized Value Fund will be invested solely in shares of the John Hancock Funds II - Optimized Value Fund (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The portfolio seeks long-term capital appreciation. The portfolio invests primarily in high quality large-cap U.S. securities with the potential for long-term growth of capital. The subadviser uses both qualitative and quantitative analysis to determine the best investment values, emphasizing securities that may have been undervalued by the market. Qualitative analysis may include company visits and management interviews while quantitative analysis may include evaluations of financial data, assessment of market share and industry position, and factors such as price-to-earnings ratios, dividend yield, and earnings growth. The portfolio may also hold fixed income securities (including cash and cash equivalents) and foreign securities from time to time.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CORE DIVERSIFIED GROWTH & INCOME PORTFOLIO]

Contributions to the Core Diversified Growth & Income Portfolio will be invested solely in shares of the John Hancock Funds II – Core Diversified Growth & Income Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long term growth of capital and income by investing approximately 75% of the portfolio's assets in equity securities and approximately 25% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[DAVIS NEW YORK VENTURE FUND]

Contributions to the Davis New York Venture Fund will be invested solely in shares of the Davis New York Venture Fund (Class A), a portfolio managed by Davis Advisors.

- The Davis New York Venture Fund seeks growth of capital. The fund seeks to achieve its objective by investing primarily in common stock of U.S. companies with market capitalizations of at least \$5 billion. The manager will select common stock of quality, overlooked growth companies at value prices and to hold them for the long term.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[IVY ASSET STRATEGY FUND]

Contributions to the Ivy Asset Strategy Fund will be invested solely in shares of the Ivy Asset Strategy Fund (Class A), a portfolio managed by Ivy Investment Management Company.

- The Fund seeks to provide high total return over the long term by allocating its assets primarily among stocks, bonds, and short-term instruments of issuers located around the world. The Fund may exercise a flexible strategy in the selection of securities, and the Fund is not required to allocate its investments among stocks and bonds in any fixed proportion, nor is it limited by investment style or by the issuer's location, size, market capitalization or industry sector. The Fund may have none, some or all of its assets invested in each asset class in relative proportions that change over time based upon market and economic conditions.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[T. ROWE PRICE EQUITY INCOME FUND]

Contributions to the T. Rowe Price Equity Income Fund will be invested solely in shares of the T. Rowe Price Equity Income Fund (Class Advisor), a portfolio managed by T. Rowe Price Associates, Inc.

- The T. Rowe Price Equity Income Fund seeks to provide substantial dividend income as well as long-term growth of capital through investments in the common stocks of established companies. T. Rowe Price will normally invest at least 80% of the fund's net assets in common stocks, with 65% in the common stocks of well-established companies paying above-average dividends. The managers typically employ a "value" approach in selecting investments. The manager's in-house research team seeks companies that appear to be undervalued by various measures and may be temporarily out of favor, but have good prospects for capital appreciation and dividend growth.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[VALUE INDEX FUND]

Contributions to the Value Index Fund will be invested solely in shares of the Vanguard Value Index Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Value Index Fund seeks to track the performance of the MSCI US Prime Market Value Index, a benchmark index that measures the investment return of large-capitalization value stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CAPITAL INCOME BUILDER]

Contributions to the Capital Income Builder will be invested solely in shares of the Capital Income Builder® (Class R5), a portfolio managed by American Funds Group.

- Capital Income Builder® seeks to provide above-average current income, a growing stream of income and, secondarily, growth of capital. In addition, the fund strives to provide a growing dividend - with higher income distributions every quarter if possible - together with a current yield that exceeds that paid by U.S. stocks in general.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[500 INDEX FUND*]

Contributions to the 500 Index Fund will be invested solely in shares of the John Hancock Trust - 500 Index Trust (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to seek to approximate the aggregate total return of a broad U.S. domestic equity market index. The Trust seeks to achieve this objective by attempting to track the performance of the S&P 500 Composite Stock Price Index. The S&P 500 Index is an unmanaged index composed of 500 selected common stocks, primarily the stocks of large U.S. companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MUTUAL BEACON FUND]

Contributions to the Mutual Beacon Fund will be invested solely in shares of the Mutual Beacon Fund (Class Z), a portfolio managed by Franklin Templeton.

- The Mutual Beacon Fund seeks capital appreciation. Income is secondary. The fund typically invests in common and preferred stocks, as well as, debt securities and securities convertible into common stock that are, in the opinion of the Fund's Investment Advisor, trading at prices below their intrinsic value according to, among other factors, price/earnings ratio, and cash flow. The fund may also invest in securities of companies involved in mergers, consolidations, liquidations and reorganizations as well as corporate debt securities of any credit quality. It may also invest from time to time in foreign securities and in securities of other investment companies.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PAX WORLD BALANCED FUND

Contributions to the Pax World Balanced Fund will be invested solely in shares of the Pax World Balanced Fund, a portfolio managed by Pax World Management Corp.

- The Fund's primary investment objective is to seek income and conservation of principal. As a secondary investment objective, the Fund seeks long-term growth of capital. The Fund follows a Sustainable Investing approach, combining rigorous financial analysis with equally rigorous environmental, social, and governance (ESG) analysis in order to identify investments. Under normal market conditions, the Fund expects to invest approximately 60% of its assets in equity securities (such as common stocks, preferred stocks and securities convertible into common or preferred stocks) and 40% of its assets in debt securities (including but not limited to debt securities convertible into equity securities).

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CORE FUNDAMENTAL HOLDINGS PORTFOLIO

Contributions to the Core Fundamental Holdings Portfolio will be invested solely in shares of John Hancock Funds II - Core Fundamental Holdings Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long-term growth of capital by investing approximately 60% of the portfolio's assets in equity securities and approximately 40% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[THE INCOME FUND OF AMERICA

Contributions to The Income Fund of America will be invested solely in shares of The Income Fund of America® (Class R5), a portfolio managed by American Funds Group.

- The Income Fund of America® seeks to provide current income and, secondarily, growth of capital through a flexible mix of equity and debt instruments. It also seeks investments in both the stock and bond markets that provide an opportunity for above-average current income and long-term capital growth. The fund has typically provided income well in excess of that provided by stocks in general.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[WASHINGTON MUTUAL INVESTORS FUND

Contributions to the Washington Mutual Investors Fund will be invested solely in shares of the Washington Mutual Investors FundSM (Class R5), a portfolio managed by American Funds Group.

- The Washington Mutual Investors FundSM seeks to produce income and to provide an opportunity for growth of principal consistent with sound common stock investing. The fund strives to accomplish this objective through fundamental research, careful selection and broad diversification. In the selection of securities for investment, current and potential yield as well as the potential for long-term capital appreciation are considered. The fund strives in its overall portfolio to achieve an above average yield and below average price-to-earnings ratio in relation to the Standard & Poor's 500 Composite Index (a broad, unmanaged index).

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[BLACKROCK GLOBAL ALLOCATION FUND

Contributions to the BlackRock Global Allocation Fund will be invested solely in shares of the BlackRock Global Allocation Fund (Class Institutional), a portfolio managed by the BlackRock Investment Management, LLC.

- The investment objective of the Fund is to provide high total investment return through a fully managed investment policy utilizing United States and foreign equity securities, debt and money market securities, the combination of which will be varied from time to time both with respect to types of securities and markets in response to changing market and economic trends.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[THE INVESTMENT COMPANY OF AMERICA

Contributions to The Investment Company of America will be invested solely in shares of The Investment Company of America® (Class R5), a portfolio managed by American Funds Group.

- The Investment Company of America Fund® seeks to achieve long-term growth of capital and income. The fund strives to accomplish these objectives through extensive U.S. and global research, careful selection, and broad diversification. In the selection of securities for investment, potential for capital appreciation and future dividends are given more weight than current yield. The fund invests primarily in common stocks.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[AMERICAN BALANCED FUND

Contributions to the American Balanced Fund will be invested solely in shares of the American Balanced Fund® (Class R5), a portfolio managed by American Funds Group.

- The American Balanced Fund® seeks conservation of capital, current income and long-term growth of capital and income. The fund approaches the management of its investments as if they constituted the complete investment program of the prudent investor. The fund invests primarily in a broad range of securities, including stocks and bonds (rated Baa or BBB or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation). The fund also invests in securities issued and guaranteed by the U.S. government. Normally, the fund will maintain at least 50% of the value of its assets in common stocks and at least 25% of the value of its assets in debt securities. The fund may also hold cash or money market instruments.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PIMCO ALL ASSET FUND]

Contributions to the PIMCO All Asset Fund will be invested solely in the shares of the PIMCO All Asset Fund (Class Administrative), a portfolio managed by Pacific Investment Management Company.

- The PIMCO All Asset Fund seeks maximum real return, consistent with preservation of real capital and prudent investment management. The Fund is a “fund of funds,” which is a term used to describe mutual funds that pursue their investment objective by investing in other mutual funds. The PIMCO Funds in which the All Asset Fund may invest are called Underlying Funds. The Fund invests its assets in shares of the Underlying Funds and does not invest directly in stocks or bonds of other issuers. The Fund’s asset allocation sub-adviser, Research Associates, determines how the Fund allocates and reallocates its assets among the Underlying Funds and attempts to diversify the Fund’s assets broadly among the Underlying Funds. The Fund may invest in any or all of the Underlying Funds, but will not normally invest in every Underlying Fund at any particular time. The Fund’s investment in a particular Underlying Fund normally will not exceed 50% of its total assets. The Fund’s combined investments in the International StockPLUS TR Strategy, StocksPLUS and StocksPLUS Total Return Funds normally will not exceed 50% of total assets. In addition, the Fund’s combined investments in the Commodity, Real Return Strategy, Real Return, Real Return II, Real Return Asset and Real Estate Real Return Strategy Funds normally will not exceed 75% of its total assets. The cost of investing in the Fund will generally be higher than the cost of investing in a mutual fund that invests directly in individual stocks and bonds. By investing in the Fund, an investor will indirectly bear fees and expenses charged by the Underlying Funds in addition to the Fund’s direct fees and expenses. In addition to the Underlying Funds, the Fund may invest in additional PIMCO Funds created in the future at the discretion of PIMCO and without shareholder approval.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MANAGERS AMG FQ GLOBAL ALTERNATIVES FUND]

Contributions to the Managers AMG FQ Global Alternatives Fund will be invested solely in shares of the Managers AMG FQ Global Alternatives Fund (Class A), a portfolio managed by Managers Investment Group, LLC.

- The Fund seeks to achieve total return from investments in the global equity, fixed income, and currency markets, independent of market direction. The Fund attempts to generate returns through risk-controlled exposure to long and short positions in the global equity, bond, and currency markets. The Fund may achieve long and short exposure to global equity, bond, and currency markets through a wide range of derivative instruments and direct investments. The Fund typically will make extensive use of derivative instruments, including futures contracts on global equity and fixed income securities and security indices, options on futures contracts, securities and security indices, swap contracts, and forward contracts. There are no limits on the amount of Fund assets that may be allocated to any one of the equity, bond, and currency asset classes.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[TOTAL BOND MARKET FUND]

Contributions to the Total Bond Market Fund will be invested solely in shares of the John Hancock Trust – Total Bond Market Trust (Class 1), a portfolio managed by Declaration Management & Research, LLC.

- The Total Bond Market Trust seeks to track the performance of the Lehman Brothers Aggregate Bond Index, which broadly represents the U.S. investment-grade bond market.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[GLOBAL BOND FUND]

Contributions to the Global Bond Fund will be invested solely in shares of the John Hancock Funds II - Global Bond Fund (Class 1), a portfolio managed by Pacific Investment Management Company (PIMCO).

- The portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management, by investing primarily in fixed income securities denominated in major foreign currencies, baskets of foreign currencies (such as the euro), and the U.S. dollar.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[REAL RETURN BOND FUND]

Contributions to the Real Return Bond Fund will be invested solely in shares of the John Hancock Funds II - Real Return Bond Fund (Class 1), a portfolio managed by Pacific Investment Management Company (PIMCO).

- The portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management. The Trust seeks to achieve its objective by investing under normal circumstances at least 80% of its net assets (plus borrowings for investment purposes) in inflation-indexed bonds of varying maturities issued by the U.S. and non-U.S. governments, their agencies or instrumentalities and corporations.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[TOTAL RETURN FUND]

Contributions to the Total Return Fund will be invested solely in shares of the John Hancock Funds II - Total Return Fund (Class 1), a portfolio managed by Pacific Investment Management Company (PIMCO).

- The portfolio seeks to realize maximum total return, consistent with preservation of capital and prudent investment management by investing, under normal market conditions, at least 65% of the portfolio's assets in a diversified portfolio of fixed income securities of varying maturities. The average portfolio duration will normally vary within a three- to six- year time frame based on PIMCO's forecast for interest rates.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[AMERICAN HIGH-INCOME FUND]

Contributions to the American High-Income Fund will be invested solely in shares of the American High-Income TrustSM (Class R5), a portfolio managed by American Funds Group.

- American High-Income TrustSM seeks to provide a high level of current income, with capital appreciation as a secondary goal. A carefully supervised, broadly diversified portfolio of lower rated and unrated, higher risk corporate bonds. The fund is prudently managed and will not stretch to meet unsustainable expectations or take inappropriate risks in order to produce higher yields. At least 65% of the portfolio will be invested in high-yield, high-risk bonds (Ba or BB or below at the time of purchase) and other similar securities, including preferred stocks. Up to 25% of assets may be invested in common stocks or equity-related securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SHORT-TERM FEDERAL FUND]

Contributions to the Short-Term Federal Fund will be invested solely in shares of the Vanguard Short-Term Federal Fund (Class Investor), a portfolio managed by Vanguard Group, Inc.

- The Vanguard Short-Term Federal Fund seeks to provide an attractive level of current income and moderate price volatility by investing solely in short-term U.S. Government and agency securities and by maintaining an average maturity of two to three years. The Portfolio is structured to assume minimal credit risk and limited exposure to the price volatility caused by interest rate changes.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.

If a Stable Value Fund Sub-account is selected as an investment option by the Contractholder, the Short- Term Federal Fund Sub-account cannot be selected by the Contractholder.]

[INVESTMENT QUALITY BOND FUND]

Contributions to the Investment Quality Bond Fund will be invested solely in shares of the John Hancock Funds II - Investment Quality Bond Fund (Class 1), a portfolio managed by Wellington Management Company, LLP.

- The portfolio seeks a high level of current income consistent with the maintenance of principal and liquidity, by investing primarily in a diversified portfolio of investment grade corporate bonds and U.S. Government bonds with intermediate to longer term maturities. The portfolio may also invest up to 20% of its assets in non-investment grade fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CORE BOND FUND]

Contributions to the Core Bond Fund will be invested solely in shares of the John Hancock Funds II - Core Bond Fund (Class 1), a portfolio managed by Wells Capital Management, Inc.

- The portfolio seeks total return consisting of income and capital appreciation. The portfolio invests, under normal market conditions, in a broad range of investment-grade debt securities, including U.S. Government obligations, corporate bonds, mortgage- and other asset-backed securities and money market instruments. The subadviser invests in debt securities that the subadviser believes offer attractive yields and are undervalued relative to issues of similar credit quality and interest rate sensitivity. From time to time, the portfolio may also invest in unrated bonds that the subadviser believes are comparable to investment-grade debt securities. Under normal circumstances, the subadviser expects to maintain an overall effective duration range between 4 and 5 1/2 years.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PIMCO TOTAL RETURN FUND]

Contributions to the PIMCO Total Return Fund will be invested solely in shares of the PIMCO Total Return Fund (Class Administrative), a portfolio managed by Pacific Investment Management Company (PIMCO).

- The PIMCO Total Return Fund seeks to realize maximum total return, consistent with preservation of capital and prudent investment management by investing, under normal market conditions, at least 65% of the portfolio's assets in a diversified portfolio of fixed income securities of varying maturities. The average portfolio duration will normally vary within a three- to six- year time frame based on PIMCO's forecast for interest rates.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PIMCO GLOBAL BOND FUND]

Contributions to the PIMCO Global Bond Fund will be invested solely in shares of the PIMCO Global Bond Fund (Unhedged) (Class Administrative), a portfolio managed by Pacific Investment Management Company (PIMCO).

- The PIMCO Global Bond Fund seeks to achieve maximum total return, consistent with preservation of capital and prudent investment management, by investing primarily in fixed-income securities denominated in major foreign currencies, baskets of foreign currencies (such as the ECU) and the U.S. dollar.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[PIMCO REAL RETURN FUND]

Contributions to the PIMCO Real Return Fund will be invested solely in shares of the PIMCO Real Return Fund (Class Administrative), a portfolio managed by Pacific Investment Management Company.

- The PIMCO Real Return Fund seeks maximum real return, consistent with preservation of capital and prudent investment management. The fund seeks its investment objective by investing under normal circumstances at least 65% of its total assets in inflation-indexed bonds of varying maturities issued by the U.S. and non-U.S. governments, their agencies or instrumentalities and corporations.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[HIGH YIELD FUND]

Contributions to the High Yield Fund will be invested solely in shares of the John Hancock Funds II - High Yield Fund (Class 1), a portfolio managed by Western Asset Management Co.

- The portfolio seeks to realize an above-average total return over a market cycle of three to five years, consistent with reasonable risk. The portfolio invests, under normal market conditions, at least 80% of the portfolio's net assets (plus any borrowings for investment purposes) in high yield securities, including corporate bonds, preferred stocks, U.S. Government Securities, mortgage backed securities, loan assignments or participations and convertible securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[U.S. HIGH YIELD BOND FUND]

Contributions to the U.S. High Yield Bond Fund will be invested solely in shares of the John Hancock Funds II – U.S. High Yield Bond Fund (Class 1), a portfolio managed by Wells Capital Management, Inc.

- The investment objective of the portfolio is to seek total return with a high level of current income. The portfolio invests, under normal market conditions, primarily in below investment-grade debt securities (sometimes referred to as “junk bonds” or high yield securities). The portfolio also invests in corporate debt securities and may buy preferred and other convertible securities and bank loans.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LEGG MASON WESTERN ASSET GLOBAL HIGH YIELD BOND FUND

Contributions to the Legg Mason Western Asset Global High Yield Bond Fund will be invested solely in shares of the Legg Mason Western Asset Global High Yield Bond Fund (Class A), a portfolio managed by Legg Mason Partners Investment Funds, Inc.

- The Legg Mason Western Asset Global High Yield Bond Fund seeks to maximize current income. As a secondary objective, the fund seeks capital appreciation. The fund invests primarily in high yield bonds issued by U.S. and foreign corporations and foreign governments and their agencies and instrumentalities. Under normal circumstances, the fund invests at least 80% of its assets in high yield bonds and related investments. The fund will limit its investments in emerging market governmental issuers to 35% of its assets.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[ACTIVE BOND FUND

Contributions to the Active Bond Fund will be invested solely in shares of the John Hancock Funds II - Active Bond Fund (Class 1), a portfolio managed by Declaration Management & Research LLC/MFC Global Investment Management (U.S.A.), LLC.

- The portfolio seeks income and capital appreciation. The portfolio normally invests at least 80% of its assets in a diversified mix of debt securities and instruments

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[STRATEGIC BOND FUND

Contributions to the Strategic Bond Fund will be invested solely in shares of the John Hancock Funds II - Strategic Bond Fund (Class 1), a portfolio managed by Western Asset Management Co.

- The investment objective of the portfolio is to seek a high level of total return consistent with the preservation of capital. The portfolio seeks to achieve this objective by deploying the portfolio's assets among certain segments of the fixed-income market which they believe will best contribute to the achievement of the stated objective.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[OPPENHEIMER INTERNATIONAL BOND FUND

Contributions to the Oppenheimer International Bond Fund will be invested solely in shares of Oppenheimer International Bond Fund (Class Y), a portfolio managed by OppenheimerFunds, Inc.

- The Fund's primary objective is to seek total return. As a secondary objective, the Fund seeks income when consistent with total return.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[T. ROWE PRICE SPECTRUM INCOME FUND]

Contributions to the T. Rowe Price Spectrum Income Fund will be invested solely in shares of the T. Rowe Price Spectrum Income Fund, a portfolio managed by T. Rowe Price Associates, Inc.

- The T. Rowe Price Spectrum Income Fund seeks a high level of current income and preservation of capital. It invests primarily in a diversified group of T. Rowe Price mutual funds that, in turn, invest mainly in fixed-income securities. The fund's sensitivity to domestic interest rates is reduced by its investment in T. Rowe Price Equity Income Fund (which invests primarily in dividend-paying common stocks of established companies), and T. Rowe Price International Bond Fund (which invests primarily in non-U.S. fixed-income securities). The fund may also invest in T. Rowe Price's GNMA Fund, High Yield Fund, New Income Fund, Prime Reserve Fund, and Short-Term Bond Fund.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[STRATEGIC INCOME OPPORTUNITIES FUND]

Contributions to the Strategic Income Opportunities Fund will be invested solely in shares of the John Hancock Trust - Strategic Income Opportunities Trust (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.), LLC.

- The Trust seeks a high level of current income. The portfolio invests, under normal market conditions, primarily in foreign government and corporate debt securities from developed and emerging markets; U.S. Government and agency securities; and U.S. high yield bonds. The portfolios may also invest in preferred stock and other types of debt securities, including domestic corporate debt securities and mortgage-backed securities. Although the portfolio invests in securities rates as low as CC/Ca and their unrated equivalents, it generally intends to keep its average credit quality in the investment-grade (AAA to BBB). There is no limit on the portfolio's average maturity.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[CAPITAL WORLD BOND FUND]

Contributions to the Capital World Bond Fund will be invested solely in shares of the Capital World Bond Fund® (Class R5), a portfolio managed by American Funds Group.

- The Fund seeks to provide high, long-term total return consistent with prudent management by investing primarily in quality fixed-income securities issued by government and corporate issuers around the world. A broadly diversified fund that invests in bonds denominated in various currencies, including U.S. dollars. Issuers include governments and corporations in both developed and developing countries.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[THE BOND FUND OF AMERICA]

Contributions to The Bond Fund of America will be invested solely in shares of The Bond Fund of AmericaSM (Class R5), a portfolio managed by American Funds Group.

- The Bond Fund of AmericaSM seeks to provide as high a level of current income as is consistent with preservation of capital. Invests in corporate debt securities, U.S. and other government securities, mortgage-related securities and cash.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[T. ROWE PRICE SHORT TERM BOND FUND]

Contributions to the T. Rowe Price Short Term Bond Fund will be invested solely in shares of the T. Rowe Price Short Term Bond Fund, a portfolio managed by T. Rowe Price Associates, Inc.

- The fund seeks a high level of income consistent with minimal fluctuation in principal value and liquidity. The fund will invest in a diversified portfolio of short and intermediate-term investment-grade corporate, government, and mortgage-backed securities. The fund may also invest in money market securities, bank obligations, collateralized mortgage obligations, and foreign securities. Normally, the fund will invest at least 80% of its net assets in bonds. The fund's average effective maturity will not exceed three years. The fund will only purchase securities that are rated within the four highest credit categories (AAA, AA, A, BBB, or equivalent) by at least one nationally recognized credit rating agency or, if unrated, deemed to be of comparable quality by T. Rowe Price.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.

If a Stable Value Fund Sub-account is selected as an investment option by the Contractholder, the Money Market Fund Sub-account cannot be selected by the Contractholder.]

[U.S. GOVERNMENT SECURITIES FUND]

Contributions to the U.S. Government Securities Fund will be invested solely in shares of the U.S. Government Securities FundSM (Class R5), a portfolio managed by American Funds Group.

- The U.S. Government Securities FundSM seeks to provide a high level of current income and preservation of capital. Invests in direct obligations of the U.S. Treasury, GNMA mortgage-backed securities, securities issued by U.S. government agencies or instrumentalities that are not backed by the full faith and credit of the U.S. government and short-term debt securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[MONEY MARKET FUND]

Contributions to the Money Market Fund will be invested solely in shares of the John Hancock Trust - Money Market Trust (Class 1), a portfolio managed by MFC Global Investment Management (U.S.A.) Limited.

- The Trust seeks maximum current income consistent with preservation of principal and liquidity by investing in high quality, money market instruments with maturities of 397 Days or less issued primarily by U.S. entities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.

If a Stable Value Fund Sub-account is selected as an investment option by the Contractholder, the Money Market Fund Sub-account cannot be selected by the Contractholder.]

[JOHN HANCOCK STABLE VALUE FUND

Contributions to the John Hancock Stable Value Fund will be invested solely in shares of the John Hancock Stable Value Trust, a trust managed by John Hancock Life Insurance Company (U.S.A.).

- The John Hancock Stable Value Trust seeks to preserve principal and provide book value liquidity on a daily basis for plan-permitted, participant-directed withdrawals while maintaining a competitive rate of interest. The fund will invest primarily in diversified fixed income mutual funds and separately managed bond accounts run by investment subsidiaries of John Hancock Life Insurance Company and, in book value stabilizing agreements offered by high quality financial institutions. The fixed income portfolios are managed to provide high current income consistent with a "AA" minimum average credit quality objective. The stabilizing agreements are designed to offset price fluctuations associated with fixed income investments by smoothing the effect of any gains or losses on the assets and to offer participants daily liquidity at book value.

The Unit Value of the Sub-account will be defined as the Unit Value of the underlying Trust as adjusted to account for underlying Trust distributions.

Withdrawals from this Sub-account will be made at the prevailing declared Unit Value as determined by the Company. Withdrawals from this Sub-account are subject to the same restrictions that apply to the underlying Trust. The Trustee of the underlying Trust has the right to delay any participant-initiated withdrawal for up to 30 Days if it determines that immediate withdrawal may have an adverse impact on the Trust. In addition, the Trust also has the right to delay for up to 12 months, any other withdrawal, including the withdrawal of all, or a portion of the assets of an investor in the Trust. Where such, or any restrictions or price adjustments are invoked by the underlying Trust with respect to withdrawals attributable to this Contract, the Company will apply such restrictions or price adjustments to withdrawals made under this Sub-account with respect to this Contract.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.

If this Sub-account is selected by the Contractholder, no other competing investment option can be selected as an investment option by the Contractholder either in this Contract or elsewhere. The Company reserves the right to review any new investment option being added by the Plan to determine that it is not a competing investment option as defined in the Contract.]

[RETIREMENT LIVING AT 2045

Contributions to the Retirement Living at 2045 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2045 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2040

Contributions to the Retirement Living at 2040 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2040 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2035]

Contributions to the Retirement Living at 2035 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2035 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2030]

Contributions to the Retirement Living at 2030 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2030 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2025]

Contributions to the Retirement Living at 2025 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2025 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2020]

Contributions to the Retirement Living at 2020 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2020 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2015]

Contributions to the Retirement Living at 2015 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2015 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT LIVING AT 2010]

Contributions to the Retirement Living at 2010 will be invested solely in shares of the John Hancock Funds II – Lifecycle 2010 Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The fund seeks high total return until its target retirement date. To pursue this goal, the fund, which is a fund of funds, invests, under normal market conditions, substantially all of its assets in underlying funds using an asset allocation strategy designed for investors expected to retire in the designated retirement year.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2045]

Contributions to the Retirement Choices at 2045 will be invested solely in shares of the John Hancock Funds II – Retirement 2045 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2045.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2040]

Contributions to the Retirement Choices at 2040 will be invested solely in shares of the John Hancock Funds II – Retirement 2040 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2040.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2035]

Contributions to the Retirement Choices at 2035 will be invested solely in shares of the John Hancock Funds II – Retirement 2035 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2035.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2030]

Contributions to the Retirement Choices at 2030 will be invested solely in shares of the John Hancock Funds II – Retirement 2030 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2030.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2025]

Contributions to the Retirement Choices at 2025 will be invested solely in shares of the John Hancock Funds II – Retirement 2025 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2025.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2020]

Contributions to the Retirement Choices at 2020 will be invested solely in shares of the John Hancock Funds II – Retirement 2020 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2020.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2015]

Contributions to the Retirement Choices at 2015 will be invested solely in shares of the John Hancock Funds II – Retirement 2015 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2015.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RETIREMENT CHOICES AT 2010

Contributions to the Retirement Choices at 2010 will be invested solely in shares of the John Hancock Funds II – Retirement 2010 (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek high total return until the fund's target retirement date. Under normal market conditions, the fund primarily invests its assets in underlying funds using an asset allocation strategy designed for investors expected to retire around the year 2010.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LIFESTYLE FUND - AGGRESSIVE PORTFOLIO

Contributions to the Lifestyle Fund - Aggressive Portfolio will be invested solely in shares of the John Hancock Funds II - Lifestyle Aggressive Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Portfolio is to provide long-term growth of capital. Current income is not a consideration. The Portfolio seeks to achieve this objective by investing approximately 100% of its assets in underlying funds, which invest primarily in equity securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LIFESTYLE FUND - GROWTH PORTFOLIO

Contributions to the Lifestyle Fund - Growth Portfolio will be invested solely in shares of the John Hancock Funds II - Lifestyle Growth Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Portfolio is to provide long-term growth of capital with consideration also given to current income. The Portfolio seeks to achieve this objective by investing approximately 20% of its assets in underlying funds, which invest primarily in fixed income securities and approximately 80% of its assets in underlying funds, which invest primarily in equity securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LIFESTYLE FUND - BALANCED PORTFOLIO

Contributions to the Lifestyle Fund - Balanced Portfolio will be invested solely in shares of the John Hancock Funds II - Lifestyle Balanced Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Portfolio is to provide a balance between a high level of current income and growth of capital with a greater emphasis given to capital growth. The Portfolio seeks to achieve this objective by investing approximately 40% of its assets in underlying funds, which invest primarily in fixed income securities and approximately 60% of its assets in underlying funds, which invest primarily in equity securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[LIFESTYLE FUND - MODERATE PORTFOLIO]

Contributions to the Lifestyle Fund - Moderate Portfolio will be invested solely in shares of the John Hancock Funds II - Lifestyle Moderate Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Portfolio is to provide a balance between a high level of current income and growth of capital with a greater emphasis given to high income. The Portfolio seeks to achieve this objective by investing approximately 60% of its assets in underlying funds, which invest primarily in fixed income securities and approximately 40% of its assets in underlying funds, which invest primarily in equity securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

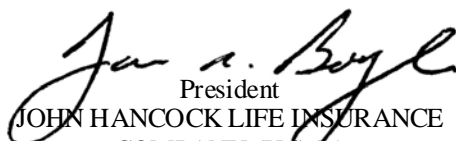
[LIFESTYLE FUND – CONSERVATIVE PORTFOLIO]

Contributions to the Lifestyle Fund - Conservative Portfolio will be invested solely in shares of the John Hancock Funds II Lifestyle Conservative Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Portfolio is to provide a high level of current income with some consideration also given to growth of capital. The Portfolio seeks to achieve this objective by investing approximately 80% of its assets in underlying funds, which invest primarily in fixed income securities and approximately 20% of its assets in underlying funds, which invest primarily in equity securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

*None of the Index Funds or the underlying John Hancock Trust Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by any of the respective companies that sponsor the broad-based securities market index, and none of these companies make any representation regarding the advisability of investing in the Index Fund.


President
JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.)

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNTC RIDER

This Separate Account Rider will be attached to and made part of the Contract and all documents specified under the definition of Contract will form the entire Contract.

The Sub-accounts available under this Separate Account are described below. The Company may substitute shares of another mutual fund, trust or portfolio thereof with similar investment objectives for each Sub-account, subject to Section 4, Notice of Change.

Sub-accounts will be selected or changed upon direction from the Contractholder.

Contributions to the Sub-accounts are recorded in Units.

UNIT VALUE

The Value of a Unit in the Sub-account on a Valuation Date is computed by dividing the proportion of the entire Sub-account's Market Value attributable to all Units of that kind, after deduction of any applicable charges, by the number of Units of that kind outstanding at the end of that Valuation Date. This Unit Value will remain unchanged until the next Valuation Date.

CONVERSION OF CONTRIBUTIONS

Contributions to an account under a Sub-account will be credited in accordance with the Contributions and Accounts section of the Contract. Such contributions will be converted into Units of the Sub-account. The number of Units credited to an account with respect to each contribution will be equal to C/U where:

“C” is the contribution received, and

“U” is the Unit Value on the Day the contribution is being converted.

VALUE OF AN ACCOUNT

The Value of an account on a Valuation Date will be equal to the number of Units of the appropriate Sub-account multiplied by the Unit Value determined for that kind of Unit on that Date.

The value of an account on a Date other than a Valuation Date will be equal to the sum of:

- a) the number of Units in the account multiplied by the Unit Value of that Sub-account on the most recent Valuation Date; and
- b) the amount of contributions credited to the account which has not yet been converted into Units.

WITHDRAWALS

Withdrawals from a Sub-account will only be allowed on a Valuation Date. On the applicable Valuation Date, the Company will convert the Units in the account into cash using the Unit Value in effect on that Valuation Date.

A request for withdrawal will be processed in accordance with the Withdrawals section of this Contract.

INTER-ACCOUNT TRANSFERS

Inter-account transfers will be treated in the same manner as withdrawals. Additionally, transfers will be processed in accordance with the Inter-Account Transfers section of this Contract

EXPENSE RATIO

There is an expense ratio for each kind of Unit of the Sub-account. The expense ratio is composed of the Company's administrative maintenance charge (“AMC”), sales and service fee (if applicable), plus the charges and fees of any underlying mutual fund, trust or portfolio (“the underlying fund expense”). The Company's administrative maintenance charge will be reduced if the Company or an affiliate receives asset based distribution charges (“12b-1 fees”) or sub-transfer agency fees from the underlying mutual fund, trust, portfolio, or its underwriter. [The expense ratio is applied against the proportion of the Market Value of the Sub-account attributable to that kind of Unit.]

The expense ratio for the kind of Unit issued with respect to this Contract will be no more than the administrative maintenance charge for each Sub-account outlined in this Separate Account Rider, sales and service fees (if applicable) plus the underlying fund expense. This will be equivalent to a daily charge based on a percentage of the Market Value of the Sub-account attributable to that kind of Unit as outlined in this Separate Account Rider. The daily charge will be applied on each Valuation Date to the Market Value determined on that Date to be attributable to the kind of Unit issued with respect to this Contract and on each Market Day which is not a Valuation Date to the Market Value determined on the preceding Valuation Date to be attributable to the kind of Unit issued with respect to this Contract. The daily Unit Value declared reflects the application of the daily equivalent of the expense ratio.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNT C RIDER (Cont'd)

We may change the actual administrative maintenance charge at any time subject to Section 4, Notice of Change. In addition, in the event of any change in the underlying fund expense ratio by the underlying mutual fund, trust or portfolio, the expense ratio for each kind of unit of the Sub-account will be automatically adjusted to reflect the same extent of such change.

ADMINISTRATIVE MAINTENANCE CHARGE AND REVENUE SHARING

For all Sub-accounts that are advised or sub-advised exclusively by a mutual fund, trust or portfolio unaffiliated with the Company, we receive revenue equal to [0.50%] of your Contract assets invested in each Sub-account. This revenue comes from two sources:

- 1) an Annual Maintenance Charge (AMC), and
- 2) fees (referred to as "revenue sharing") paid by the underlying mutual fund, trust or other fund related source to us for recordkeeping and other services provided to you by the Company.

The AMC is a direct administrative charge made by us against the entire Sub-account, if applicable. This charge, together with revenue sharing and all the other charges under the Contract, constitute the Company's compensation for all the administrative and recordkeeping services it provides in connection with the Contract, as described in the Service Schedule. The fund expense ratio is a charge for the underlying mutual fund, trust, or portfolio and is determined by the underlying fund, trust, or portfolio and reported in their annual reports, prospectuses or trust documents.

The amount of revenue sharing received by the Company varies from fund to fund, and can come from the fund or trust's Rule 12(b)-1 fees, sub-transfer agency fees, other fund fees, or fees from other fund-related sources. The Company uses all revenue sharing received to reduce the AMC for the Sub-account. If we do not receive any revenue sharing from an unaffiliated underlying mutual fund, trust, or portfolio, the AMC for the Sub-account is [0.50%].

For Sub-accounts advised and sub-advised exclusively by the Company's affiliates, the total fees received by the Company and its affiliates may be higher than those advised or sub-advised exclusively by unaffiliated mutual fund companies. These fees are derived from the mutual fund's, trust's or portfolio's Rule 12(b)-1, sub-transfer agency, investment management, AMC or other fees, and may vary from Sub-account to Sub-account. Except for the Retirement Living, Retirement Choices, Lifestyle, Select Asset Allocation and Select Core Sub-accounts, the Company uses the revenue received from 12(b)-1, sub-transfer agency and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.50%]. For the Retirement Living, Retirement Choices, Lifestyle, and Select Asset Allocation Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.65%]. For the Select Core Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.70%].

SALES AND SERVICE FEE

The sales and service fee represents the cost of compensation that a plan service provider (other than the Company) may charge for services it provides to the Plan, as negotiated between the Plan and such service provider. The sales and service fee will not exceed 1.00% of the Market Value of each Sub-account calculated as an annual rate, applied daily.

THE SUB-ACCOUNTS AVAILABLE UNDER JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT C ARE AS FOLLOWS:

[SELECT ASSET ALLOCATION GROWTH PORTFOLIO]

Contributions to the Select Asset Allocation Growth Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Growth Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve long-term growth of capital by investing approximately 30% of the Portfolio's assets in underlying portfolios that invest primarily in fixed income securities and approximately 70% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted within a predetermined range. Current income is also a consideration.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT ASSET ALLOCATION BALANCED PORTFOLIO]

Contributions to the Select Asset Allocation Balanced Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Balanced Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve a balance between a high level of current income and growth of capital, with a greater emphasis on growth of capital. The portfolio invests approximately 50% of the portfolio's assets in underlying portfolios that invest primarily in fixed income securities and approximately 50% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted within a predetermined range. Current income is also a consideration.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT ASSET ALLOCATION MODERATE PORTFOLIO]

Contributions to the Select Asset Allocation Moderate Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Moderate Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve a balance between a high level of current income and growth of capital with a greater emphasis on income by investing approximately 60% of the Portfolio's assets in underlying portfolios that invest primarily in fixed-income securities and approximately 40% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted up to 10% in either direction...

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT ASSET ALLOCATION CONSERVATIVE PORTFOLIO]

Contributions to the Select Asset Allocation Conservative Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Conservative Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve a high level of current income with some consideration given to growth of capital by investing approximately 80% of the Portfolio's assets in underlying portfolios that invest primarily in fixed-income securities and approximately 20% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted up to 10% in either direction.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT C cont'd

[SELECT CORE GLOBAL DIVERSIFICATION PORTFOLIO]

Contributions to the Select Core Global Diversification Portfolio will be invested solely in shares of John Hancock Funds II – Core Global Diversification Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long-term growth of capital by investing approximately 65% of the portfolio's assets in equity securities and approximately 35% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT CORE- DIVERSIFIED GROWTH & INCOME PORTFOLIO]

Contributions to the Select Core Diversified Growth & Income Portfolio will be invested solely in shares of the John Hancock Funds II - Core Diversified Growth & Income Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long term growth of capital and income by investing approximately 75% of the portfolio's assets in equity securities and approximately 25% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

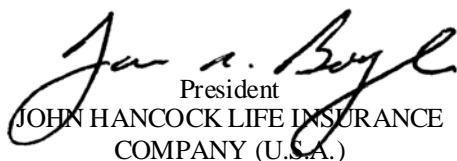
[SELECT CORE FUNDAMENTAL HOLDINGS PORTFOLIO]

Contributions to the Select Core Fundamental Holdings Portfolio will be invested solely in shares of the John Hancock Funds II - Core Fundamental Holdings Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long-term growth of capital by investing approximately 60% of the portfolio's assets in equity securities and approximately 40% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

None of the Index Funds or the underlying John Hancock Trust Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by any of the respective companies that sponsor the broad-based securities market index, and none of these companies make any representation regarding the advisability of investing in the Index Fund.


President
JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.)

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNT F RIDER

This Separate Account Rider will be attached to and made part of the Contract and all documents specified under the definition of Contract will form the entire Contract.

The Sub-accounts available under this Separate Account are described below. The Company may substitute shares of another mutual fund, trust or portfolio thereof with similar investment objectives for each Sub-account, subject to Section 4, Notice of Change.

Sub-accounts will be selected or changed upon direction from the Contractholder.

Contributions to the Sub-accounts are recorded in Units.

UNIT VALUE

The Value of a Unit in the Sub-account on a Valuation Date is computed by dividing the proportion of the entire Sub-account's Market Value attributable to all Units of that kind, after deduction of any applicable charges, by the number of Units of that kind outstanding at the end of that Valuation Date. This Unit Value will remain unchanged until the next Valuation Date.

CONVERSION OF CONTRIBUTIONS

Contributions to an account under a Sub-account will be credited in accordance with the Contributions and Accounts section of the Contract. Such contributions will be converted into Units of the Sub-account. The number of Units credited to an account with respect to each contribution will be equal to C/U where:

“C” is the contribution received, and

“U” is the Unit Value on the Day the contribution is being converted.

VALUE OF AN ACCOUNT

The Value of an account on a Valuation Date will be equal to the number of Units of the appropriate Sub-account multiplied by the Unit Value determined for that kind of Unit on that Date.

The value of an account on a Date other than a Valuation Date will be equal to the sum of:

- a) the number of Units in the account multiplied by the Unit Value of that Sub-account on the most recent Valuation Date; and
- b) the amount of contributions credited to the account which has not yet been converted into Units.

WITHDRAWALS

Withdrawals from a Sub-account will only be allowed on a Valuation Date. On the applicable Valuation Date, the Company will convert the Units in the account into cash using the Unit Value in effect on that Valuation Date.

A request for withdrawal will be processed in accordance with the Withdrawals section of this Contract.

INTER-ACCOUNT TRANSFERS

Inter-account transfers will be treated in the same manner as withdrawals. Additionally, transfers will be processed in accordance with the Inter-Account Transfers section of this Contract

EXPENSE RATIO

There is an expense ratio for each kind of Unit of the Sub-account. The expense ratio is composed of the Company's administrative maintenance charge (“AMC”), sales and service fee (if applicable), plus the charges and fees of any underlying mutual fund, trust or portfolio (“the underlying fund expense”). The Company's administrative maintenance charge will be reduced if the Company or an affiliate receives asset based distribution charges (“12b-1 fees”) or sub-transfer agency fees from the underlying mutual fund, trust portfolio or its underwriter. [The expense ratio is applied against the proportion of the Market Value of the Sub-account attributable to that kind of Unit.]

The expense ratio for the kind of Unit issued with respect to this Contract will be no more than the administrative maintenance charge for each Sub-account outlined in this Separate Account Rider, sales and service fees (if applicable) plus the underlying fund expense. This will be equivalent to a daily charge based on a percentage of the Market Value of the Sub-account attributable to that kind of Unit as outlined in this Separate Account Rider. The daily charge will be applied on each Valuation Date to the Market Value determined on that Date to be attributable to the kind of Unit issued with respect to this Contract and on each Market Day which is not a Valuation Date to the Market Value determined on the preceding Valuation Date to be attributable to the kind of Unit issued with respect to this Contract. The daily Unit Value declared reflects the application of the daily equivalent of the expense ratio.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNT F RIDER (Cont'd)

We may change the actual administrative maintenance charge at any time subject to Section 4, Notice of Change. In addition, in the event of any change in the underlying fund expense ratio by the underlying mutual fund, trust or portfolio, the expense ratio for each kind of unit of the Sub-account will be automatically adjusted to reflect the same extent of such change.

ADMINISTRATIVE MAINTENANCE CHARGE AND REVENUE SHARING

For all Sub-accounts that are advised or sub-advised exclusively by a mutual fund, trust or portfolio unaffiliated with the Company, we receive revenue equal to [0.50%] of your Contract assets invested in each Sub-account. This revenue comes from two sources:

- 1) an Annual Maintenance Charge (AMC), and
- 2) fees (referred to as "revenue sharing") paid by the underlying mutual fund, trust or other fund related source to us for recordkeeping and other services provided to you by the Company.

The AMC is a direct administrative charge made by us against the entire Sub-account, if applicable. This charge, together with revenue sharing and all the other charges under the Contract, constitute the Company's compensation for all the administrative and recordkeeping services it provides in connection with the Contract, as described in the Service Schedule. The fund expense ratio is a charge for the underlying mutual fund, trust, or portfolio and is determined by the underlying fund, trust, or portfolio and reported in their annual reports, prospectuses or trust documents.

The amount of revenue sharing received by the Company varies from fund to fund, and can come from the fund or trust's Rule 12(b)-1 fees, sub-transfer agency fees, other fund fees, or fees from other fund-related sources. The Company uses all revenue sharing received to reduce the AMC for the Sub-account. If we do not receive any revenue sharing from an unaffiliated underlying mutual fund, trust, or portfolio, the AMC for the Sub-account is [0.50%].

For Sub-accounts advised and sub-advised exclusively by the Company's affiliates, the total fees received by the Company and its affiliates may be higher than those advised or sub-advised exclusively by unaffiliated mutual fund companies. These fees are derived from the mutual fund's, trust's or portfolio's Rule 12(b)-1, sub-transfer agency, investment management, AMC or other fees, and may vary from Sub-account to Sub-account. Except for the Retirement Living, Retirement Choices, Lifestyle, Select Asset Allocation and Select Core Sub-accounts, the Company uses the revenue received from 12(b)-1, sub-transfer agency and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.50%]. For the Retirement Living, Retirement Choices, Lifestyle, and Select Asset Allocation Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.65%]. For the Select Core Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.70%].

SALES AND SERVICE FEE

The sales and service fee represents the cost of compensation that a plan service provider (other than the Company) may charge for services it provides to the Plan, as negotiated between the Plan and such service provider. The sales and service fee will not exceed 1.00% of the Market Value of each Sub-account calculated as an annual rate, applied daily.

THE SUB-ACCOUNTS AVAILABLE UNDER JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT F ARE AS FOLLOWS:

[RUSSELL LIFEPOINTS EQUITY GROWTH STRATEGY FUND]

Contributions to the Russell LifePoints Equity Growth Strategy Fund will be invested solely in shares of the Russell LifePoints Equity Growth Strategy Fund (Class E).

- The Russell LifePoints Equity Growth Strategy Fund seeks to achieve high, long-term capital appreciation, while recognizing the possibility of high fluctuations in year-to-year Market Values.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RUSSELL LIFEPOINTS GROWTH STRATEGY FUND]

Contributions to the Russell LifePoints Growth Strategy Fund will be invested solely in shares of the Russell LifePoints Growth Strategy Fund (Class E).

- The Russell LifePoints Growth Strategy Fund seeks to achieve high, long-term capital appreciation with low current income, while recognizing the possibility of substantial fluctuations in year-to-year Market Values.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RUSSELL LIFEPOINTS BALANCED STRATEGY FUND]

Contributions to the Russell LifePoints Balanced Strategy Fund will be invested solely in shares of the Russell LifePoints Balanced Strategy Fund (Class E).

- The Russell LifePoints Balanced Strategy Fund seeks to achieve moderate level of current income and, over time, above-average capital appreciation with moderate risk.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[RUSSELL LIFEPOINTS MODERATE STRATEGY FUND]

Contributions to the Russell LifePoints Moderate Strategy Fund will be invested solely in shares of the Russell LifePoints Moderate Strategy Fund (Class E).

- The Russell LifePoints Moderate Strategy Fund seeks to achieve moderate long-term capital appreciation with high current income, while recognizing the possibility of moderate fluctuations in year-to-year Market Values.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

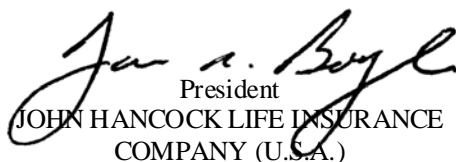
[RUSSELL LIFEPOINTS CONSERVATIVE STRATEGY FUND]

Contributions to the Russell LifePoints Conservative Strategy Fund will be invested solely in shares of the Russell LifePoints Conservative Strategy Fund (Class E).

- The Russell LifePoints Conservative Strategy Fund seeks to achieve a moderate total rate of return through low capital appreciation and reinvestment of a high level of current income.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

None of the Index Funds or the underlying John Hancock Trust Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by any of the respective companies that sponsor the broad-based securities market index, and none of these companies make any representation regarding the advisability of investing in the Index Fund.


President
JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.)

SERFF Tracking Number: MNLF-126572980 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273

Company Tracking Number: MNLF-126572980

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: 2010 Contract Re-filing

Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variable Material		
Comments:		
Attachments:		
Memorandum of Variable Language for Form GAC1000(ARA06)(0710).pdf		
Memorandum of Variable Language for Form GAC1100(457)(0710).pdf		
Riders MEMORANDUM OF VARIABLE MATERIAL.pdf		

	Item Status:	Status Date:
Satisfied - Item: Summary of Key Changes		
Comments:		
Attachments:		
SUMMARY OF KEY CONTRACT CHANGES - GAC1000(ARA06)(0710).pdf		
SUMMARY OF KEY CONTRACT CHANGES - GAC1100(457)(0710).pdf		

	Item Status:	Status Date:
Satisfied - Item: Contract Use Summary		
Comments:		
Attachment:		
Contract Use Summary - Contract.pdf		

	Item Status:	Status Date:
Satisfied - Item: Rider Use Summary		
Comments:		
Attachments:		
AR - Rider Use Summary - Separate Account B and F.pdf		
AR - Rider Use Summary - Separate Account C.pdf		

GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1000(ARA06)(0710)

All alternate language included in the submitted contract has been previously approved and no other language will be included. Determination of which alternate language is included in the issued contract will be based on direction from the Contractholder. All amounts shown in square brackets represent the maximum or minimum that would be used in issuing contracts. If these amounts are to be exceeded, we will refile the new maximum with the DOI for approval prior to such amount being used.

<u>Page Number</u>	<u>Description</u>
GAC1000(ARA06)(0710)-1	[01][02][03][03a]- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client. [04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature. [05] -include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
GAC1000(ARA06)(0710)-2	[01] - include only if Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded. [02] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included. [03] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature. [04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
GAC1000(ARA06)(0710)-3	[01][03][04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature. [02] - include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
GAC1000(ARA06)(0710)-4	[01] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature. [02] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature. [03] - minimum number of days in which an advance written notice of change will be provided.

GAC1000(ARA06)(0710)-5	[01][2a][05] [06a]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02][2b]	- include only when Market Value Equalizer applies. The range for [2b] is 1 – 5%
	[03][3a]	- include only when Market Value Equalizer applies. The range for [3a] is 1 – 7
	[04][06]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0710)-6/7	[01]	- include only when financial hardship withdrawals apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02]	- include only when withdrawals for return of excess amounts apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03]	- include only when withdrawals for required minimum distributions apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[04]	- include only when pre-retirement distributions are permitted by the Plan. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05]	- include only when withdrawals for employee voluntary contributions apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[06][07][13]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[08][09]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[10]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[10a][10b][10c]	-include only when the Guaranteed Interest Accounts have been selected and the specific withdrawal types are included in the Contract. Numbers as appropriate to applicable withdrawals.
	[10d]	-include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature. Number as appropriate to applicable withdrawals.
	[11]	- include number as appropriate depending on withdrawals applicable to the contract.
	[12]	- section number will be either 23, if Force Majeure section is included, or 22 if it is not included.

GAC1000(ARA06)(0710)-8	[01][02]	- use when contract discontinuance occurs if Contract assets fall below \$70,000 and/or if contributions in the last two years average less than \$35,000.
	[01a][02a]	- use when contract discontinuance occurs if Contract assets during the first 7 years, fall below the amount of the transfer contributions indicated on the Application, or if contributions in the last two years average less than 80% of the estimated contributions.
	[03]	- include only if plan type on Application is not Defined Benefit. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[04]	- include only when there is a discontinuance charge applicable. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0710)-9	[01]	- include only when state premium tax is applicable. The text is not variable. The text is in brackets to show that is included or excluded.
------------------------	------	--

GAC1000(ARA06)(0710)-11	[01]	- include only when Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.
	[02]	- section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
	[03][04]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03a][03b]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1000(ARA06)(0710)-13	[01][05]	- include only if a blended asset charge applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														
	[02]	- include when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														
	[02a]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														
	[03][04]	- include when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														
	[06]	- include only if a conditional fee applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														
	[07]	- include only for cases where asset charge scale is different from the second year on. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														
	[08]	- only include if a graded scale applies. The ranges for “Annualized Asset Charge” are: <table><tr><td>first \$ 100,000</td><td>0 (if no charges) - 4.00%</td></tr><tr><td>next \$ 150,000</td><td>0 (if no charges) - 3.90%</td></tr><tr><td>next \$ 250,000</td><td>0 (if no charges) - 3.80%</td></tr><tr><td>next \$ 250,000</td><td>0 (if no charges) - 3.70%</td></tr><tr><td>next \$ 250,000</td><td>0 (if no charges) - 3.60%</td></tr><tr><td>next \$ 1,000,000</td><td>0 (if no charges) - 3.50%</td></tr><tr><td>over \$ 2,000,000</td><td>0 (if no charges) - 3.45%</td></tr></table>	first \$ 100,000	0 (if no charges) - 4.00%	next \$ 150,000	0 (if no charges) - 3.90%	next \$ 250,000	0 (if no charges) - 3.80%	next \$ 250,000	0 (if no charges) - 3.70%	next \$ 250,000	0 (if no charges) - 3.60%	next \$ 1,000,000	0 (if no charges) - 3.50%	over \$ 2,000,000	0 (if no charges) - 3.45%
first \$ 100,000	0 (if no charges) - 4.00%															
next \$ 150,000	0 (if no charges) - 3.90%															
next \$ 250,000	0 (if no charges) - 3.80%															
next \$ 250,000	0 (if no charges) - 3.70%															
next \$ 250,000	0 (if no charges) - 3.60%															
next \$ 1,000,000	0 (if no charges) - 3.50%															
over \$ 2,000,000	0 (if no charges) - 3.45%															
	[08a]	-include only if reduction to the asset charges applies. The ranges for the “Annualized Reduction to Asset Charge” are: <table><tr><td>first \$ 100,000</td><td>0 (if no charges) - 0.600%</td></tr><tr><td>next \$ 150,000</td><td>0 (if no charges) - 0.500%</td></tr><tr><td>next \$ 250,000</td><td>0 (if no charges) - 0.400%</td></tr><tr><td>next \$ 250,000</td><td>0 (if no charges) - 0.300%</td></tr><tr><td>next \$ 250,000</td><td>0 (if no charges) - 0.200%</td></tr><tr><td>next \$ 1,000,000</td><td>0 (if no charges) - 0.100%</td></tr><tr><td>over \$ 2,000,000</td><td>0 (if no charges) - 0.05%</td></tr></table>	first \$ 100,000	0 (if no charges) - 0.600%	next \$ 150,000	0 (if no charges) - 0.500%	next \$ 250,000	0 (if no charges) - 0.400%	next \$ 250,000	0 (if no charges) - 0.300%	next \$ 250,000	0 (if no charges) - 0.200%	next \$ 1,000,000	0 (if no charges) - 0.100%	over \$ 2,000,000	0 (if no charges) - 0.05%
first \$ 100,000	0 (if no charges) - 0.600%															
next \$ 150,000	0 (if no charges) - 0.500%															
next \$ 250,000	0 (if no charges) - 0.400%															
next \$ 250,000	0 (if no charges) - 0.300%															
next \$ 250,000	0 (if no charges) - 0.200%															
next \$ 1,000,000	0 (if no charges) - 0.100%															
over \$ 2,000,000	0 (if no charges) - 0.05%															
	[09][09a][09b]	- include only if a flat asset charge applies. The range for the “Annualized Asset Charge” is 0 – 4% and the “Contract Asset” is equal or greater than \$2,000,000.00. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.														

- GAC1000(ARA06)(0710)-14 [10] - include only for cases where the graded asset charge scale is different from the second year on. The ranges are the same as [08] and [08a]. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [11][11a] - always include if [08] or [10] applies, but not if [09] applies. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [12] - include only when an additional asset charge reduction will be applied if specific criteria are met. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
The ranges are:
- | <u>Contract Year</u> | <u>Annualized Asset Charge Reduction
From Standard Scale</u> |
|----------------------|--|
| 1 - 4 | 0 (if no reduction) - 2.00% |
| 5 - 7 | 0 (if no reduction) - 2.00% |
| 8 - 10 | 0 (if no reduction) - 2.00% |
| More than 10 | 0 (if no reduction) - 2.00% |
- [13] - include only when Market Value Equalizer applies. The range for [V1] is 0 (if no increase) – 5% and for [V2] is 1 – 7. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [14] - include only if TPA and/or RIA Fees are applicable. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [15] - include only when maximum limit is mandated by state. The text is not variable. The text is in brackets to show that is included or excluded.

-
- GAC1000(ARA06)(0710)-15 [16] - include only when the Withdrawal Charges applies.
The ranges are:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as %</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

- [17] - include only when the Discontinuance Charges applies.
The ranges are:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

- [18] - include only if special pricing applies. The range for [V1], [V2], and [V3] is 0% (if no increase) – 5.00% for each. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
-

GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1100(457)(0710)

All alternate language included in the submitted contract has been previously approved and no other language will be included. Determination of which alternate language is included in the issued contract will be based on direction from the Contractholder. All amounts shown in square brackets represent the maximum or minimum that would be used in issuing contracts. If these amounts are to be exceeded, we will refile the new maximum with the DOI for approval prior to such amount being used.

<u>Page Number</u>	<u>Description</u>
GAC1100(457)(0710)-1	[01][02][03][03a]- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client. [06][07][08]
	[04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05] -include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>	
GAC1100(457)(0710)-2	[01] - include only if Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.
	[02] - section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
	[03] - include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>	
GAC1100(457)(0710)-3	[01][03][04] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02] - include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>	

GAC1100(457)(0710)-4	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03]	- minimum number of days in which an advance written notice of change will be provided.
<hr/>		
GAC1100(457)(0710)-5	[01][2a][05][06a]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02][2b]	- include only when Market Value Equalizer applies. The range for [2b] is 1 – 5%
	[03][3a]	- include only when Market Value Equalizer applies. The range for [3a] is 1 – 7
	[04][06]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>		
GAC1100(457)(0710)-6/7	[01][02][05a][07]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03][04]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[06]	- section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
<hr/>		
GAC1100(457)(0710)-8	[01][02]	- use when contract discontinuance occurs if Contract assets fall below \$70,000 and/or if contributions in the last two years average less than \$35,000.
	[01a][02a]	- use when contract discontinuance occurs if Contract assets during the first 7 years, fall below the amount of the transfer contributions indicated on the Application, or if contributions in the last two years average less than 80% of the estimated contributions.
	[03]	- include only when there is a discontinuance charge applicable. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1100(457)(0710)-9	[01]	- include only when state premium tax is applicable. The text is not variable. The text is in brackets to show that is included or excluded.
----------------------	------	--

GAC1100(457)(0710)-11	[01]	- include only when Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.
	[02]	- section number will be either 23, if Force Majeure section is included, or 22 if it is not included.
	[03][04]	- include only when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03a][03b]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[05]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1100(457)(0710)-13	[01][05]	- include only if a blended asset charge applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02]	- include when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02a]	- include only when the Lifetime Income Benefit Rider is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03][04]	- include when the Stable Value Fund Sub-account is selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[06]	- include only if a conditional fee applies and the asset charge is not flat. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[07]	- include only for cases where asset charge scale is different from the second year on. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [08] - only include if a graded scale applies.
The ranges for “Annualized Asset Charge” are:
- | | |
|-------------------|---------------------------|
| first \$ 100,000 | 0 (if no charges) - 4.00% |
| next \$ 150,000 | 0 (if no charges) - 3.90% |
| next \$ 250,000 | 0 (if no charges) - 3.80% |
| next \$ 250,000 | 0 (if no charges) - 3.70% |
| next \$ 250,000 | 0 (if no charges) - 3.60% |
| next \$ 1,000,000 | 0 (if no charges) - 3.50% |
| over \$ 2,000,000 | 0 (if no charges) - 3.45% |

- [08a] -include only if reduction to the asset charges applies.
The ranges for the “Annualized Reduction to Asset Charge” are:
- | | |
|-------------------|----------------------------|
| first \$ 100,000 | 0 (if no charges) - 0.600% |
| next \$ 150,000 | 0 (if no charges) - 0.500% |
| next \$ 250,000 | 0 (if no charges) - 0.400% |
| next \$ 250,000 | 0 (if no charges) - 0.300% |
| next \$ 250,000 | 0 (if no charges) - 0.200% |
| next \$ 1,000,000 | 0 (if no charges) - 0.100% |
| over \$ 2,000,000 | 0 (if no charges) - 0.05% |

- [09][09a][09b] - include only if a flat asset charge applies. The range for the “Annualized Asset Charge” is 0 – 4% and the “Contract Asset” is equal or greater than \$2,000,000.00. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

GAC1100(457)(0710)-14

- [10] - include only for cases where the graded asset charge scale is different from the second year on. The ranges are the same as [08] and [08a]. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [11][11a] - always include if [08] or [10] applies, but not if [09] applies. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [12] - include only when an additional asset charge reduction will be applied if specific criteria are met. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

The ranges are:

<u>Contract Year</u>	<u>Annualized Asset Charge Reduction From Standard Scale</u>
1 - 4	0 (if no reduction) - 2.00%
5 - 7	0 (if no reduction) - 2.00%
8 - 10	0 (if no reduction) - 2.00%
More than 10	0 (if no reduction) - 2.00%

- [13] - include only when Market Value Equalizer applies. The range for [V1] is 0 (if no increase) – 5% and for [V2] is 1 – 7. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [14] - include only if TPA and/or RIA Fees are applicable. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [15] - include only when maximum limit is mandated by state. The text is not variable. The text is in brackets to show that is included or excluded.

[16]

- include only when the Withdrawal Charges applies.
The ranges are:

<u>Contract Year in which Withdrawal Occurs</u>	<u>Withdrawal Charge as %</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

[17]

- include only when the Discontinuance Charges applies.
The ranges are:

<u>Contract Year in which Discontinuance Occurs</u>	<u>Discontinuance Charge as a % of Assets</u>	
	<u>Standard Scale</u>	<u>Reduced Scale</u>
1	0 – 8.00%	0 – 7.00%
2	0 – 8.00%	0 – 7.00%
3	0 – 8.00%	0 – 7.00%
4	0 – 8.00%	0 – 7.00%
5	0 – 7.50%	0 – 6.50%
6	0 – 7.00%	0 – 6.00%
7	0 – 6.50%	0 – 5.50%
8	0 – 6.00%	0 – 5.00%
9	0 – 5.50%	0 – 4.50%
10	0 – 5.00%	0 – 4.00%
More than 10	0.00%	0.00%

[18]

- include only if special pricing applies. The range for [V1], [V2], and [V3] is 0% (if no increase) – 5.00% for each. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

**MEMORANDUM OF VARIABLE MATERIAL
FOR
JOHN HANCOCK INSURANCE COMPANY (U.S.A.)**

Separate Account Rider B – GP1060.24

Separate Account Rider C – GP1068.5

Separate Account Rider F – GP1064.13

All amounts shown in square brackets represent the maximum amount that would actually be issued in any given contract. If at any time the maximum or minimum filed herein were to exceed or be less than the amount filed, we will re-file the new maximum or minimum with your Department for approval prior to such amount being issued in any contract.

SUMMARY OF KEY CONTRACT CHANGES

Group Annuity Contract

GAC1000(ARA06)(0710)

<u>PAGE NUMBER</u>	<u>DESCRIPTION OF CHANGES</u>
GAC1000(ARA06)(0710)-1	<ul style="list-style-type: none">- <u>Face Page</u>- Company address changed to our U.S. Head Office.- Statement, describing the value of the Company's Guaranteed Interest Accounts, has been added for clarification purposes.- Statement, naming the parties to the contract, has been added.- Statement, providing the number to call for inquiries/complaints, has been added.
GAC1000(ARA06)(0710)-2	<ul style="list-style-type: none">- <u>Table of Content</u>- New section, "Notice of Change", has been added.- Section "Entire Contract" has been renamed "Contract"- New section, "Contract Investments Options", has been added.- New section, "Service Schedule", has been added.
GAC1000(ARA06)(0710)-3	<ul style="list-style-type: none">- <u>Definitions</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0710)-4	<ul style="list-style-type: none">- <u>Contributions and Accounts</u>- Wording has been added or changed for clarification purposes.- <u>Notice of Change</u>- New section added to describe when and why a Notice of Change might be sent to the contractholder and what options the contractholder has.
GAC1000(ARA06)(0710)-5	<ul style="list-style-type: none">- <u>Charges</u>- Wording has been added or changed for clarification purposes.- <u>Inter Account Transfers</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0710)-8	<ul style="list-style-type: none">- <u>Discontinuance of Contributions</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0710)-10	<ul style="list-style-type: none">- <u>Contract</u>- Wording has been added or changed for clarification purposes.- <u>Contract Investments Options</u>- New section added regarding investment options availability to contractholders.
GAC1000(ARA06)(0710)-11	<ul style="list-style-type: none">- <u>Termination of Contract</u>- Wording has been added or changed for clarification purposes.
GAC1000(ARA06)(0710)-12	<ul style="list-style-type: none">- <u>Service Schedule</u>- New section listing services provided by the Company in consideration of charges, fees and other compensation.
GAC1000(ARA06)(0710)-15	<ul style="list-style-type: none">- <u>Charge Schedule</u>- Wording has been added or changed for clarification purposes.
Separate Account Riders B, C, and F	<ul style="list-style-type: none">- Wording has been added or changed to clarify fees and charges.

SUMMARY OF KEY CONTRACT CHANGES

Group Annuity Contract

GAC1100(457)(0710)

PAGE NUMBER

DESCRIPTION OF CHANGES

GAC1100(457)(0710)-1	<ul style="list-style-type: none">- <u>Face Page</u>- Company address changed to our U.S. Head Office.- Statement, describing the value of the Company's Guaranteed Interest Accounts, has been added for clarification purposes.- Statement, naming the parties to the contract, has been added.- Statement, providing the number to call for inquiries/complaints, has been added.
GAC1100(457)(0710)-2	<ul style="list-style-type: none">- <u>Table of Content</u>- New section, "Notice of Change", has been added.- Section "Entire Contract" has been renamed "Contract"- New section, "Contract Investments Options", has been added.- New section, "Service Schedule", has been added.
GAC1100(457)(0710)-3	<ul style="list-style-type: none">- <u>Definitions</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0710)-4	<ul style="list-style-type: none">- <u>Contributions and Accounts</u>- Wording has been added or changed for clarification purposes.- <u>Notice of Change</u>- New section added to describe when and why a Notice of Change might be sent to the contractholder and what options the contractholder has.
GAC1100(457)(0710)-5	<ul style="list-style-type: none">- <u>Charges</u>- Wording has been added or changed for clarification purposes.- <u>Inter Account Transfers</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0710)-8	<ul style="list-style-type: none">- <u>Discontinuance of Contributions</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0710)-10	<ul style="list-style-type: none">- <u>Contract</u>- Wording has been added or changed for clarification purposes.- <u>Contract Investments Options</u>- New section added regarding investment options availability to contractholders.
GAC1100(457)(0710)-11	<ul style="list-style-type: none">- <u>Termination of Contract</u>- Wording has been added or changed for clarification purposes.
GAC1100(457)(0710)-12	<ul style="list-style-type: none">- <u>Service Schedule</u>- New section listing services provided by the Company in consideration of charges, fees and other compensation.
GAC1100(457)(0710)-15	<ul style="list-style-type: none">- <u>Charge Schedule</u>- Wording has been added or changed for clarification purposes.
Separate Account Riders B, C, and F	<ul style="list-style-type: none">- Wording has been added or changed to clarify fees and charges.

CONTRACT USE SUMMARY

The following riders are intended for use with the attached contracts:

<u>RIDER NAME</u>	<u>FORM NUMBER</u>
Separate Account B Rider	GP1060.24
Separate Account C Rider	GP1068.5
Separate Account F Rider	GP1064.13
Lifetime Income Benefit Rider	GP1067.2
Guaranteed Interest Accounts Rider	GP1066

RIDER USE SUMMARY - ARKANSAS

The following rider(s) is/are intended for use with the forms listed below:

RIDER NAME

Separate Account B Rider
Separate Account F Rider

NEW FORM NUMBER

GP1060.24
GP1064.13

Approved Group Annuity Form Names and Form Numbers**CONTRACT NAME**
ARA**EFFECTIVE DATE**

July 15, 2010
September 1, 2009
September 1, 2009
December 31, 2007
August 6, 2007

FORM NUMBERS

GAC1000(ARA06)(0710)
GAC1000(ARA06)(0909)
GAC1000(ARA06G)(0909)
GAC1000(ARA06G)
GAC1000(ARA06)(0807)

APPROVAL DATE

Pending Approval
May 15, 2009
May 29, 2009
December 5, 2007
June 18, 2007

457

July 15, 2010
September 1, 2009
September 1, 2009
December 31, 2007
December 31, 2007

GAC1100(457)(0710)
GAC1100(457)(0909)
GAC1100(457G)(0909)
GAC1100(457G)
GAC1100(45707)

Pending Approval
May 15, 2009
May 29, 2009
February 13, 2008
January 14, 2008

MONEY MANAGER

Effective November 1, 1996

GP2810(MM96)

September 18, 1996

OPTIMIX

Effective November 1, 1996

GP2820(OP96)

September 18, 1996

ULTRAFLEX

January 15, 2006

GAC1400(UF05)

October 31, 2005

OPTIMIX PLUS

Effective May 30, 1997

GP1832(OPPLUS97)

March 17, 1997

ULTRAFLEX PLUS

Effective July 1, 1998

GP1844(UFPLUS98)

May 18, 1998

RIDER USE SUMMARY - ARKANSAS

The following rider(s) is/are intended for use with the forms listed below:

RIDER NAME

Separate Account C Rider

NEW FORM NUMBER

GP1068.5

Approved Group Annuity Form Names and Form Numbers:

CONTRACT NAME

ARA

EFFECTIVE DATE

July 15, 2010

September 1, 2009

FORM NUMBERS

GAC1000(ARA06)(0710)

GAC1000(ARA06G)(0909)

APPROVAL DATE

Pending Approval

May 29, 2009

457

July 15, 2010

September 1, 2009

GAC1100(457)(0710)

GAC1100(457G)(0909)

Pending Approval

May 29, 2009

SERFF Tracking Number: MNLF-126572980 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46273
 Company Tracking Number: MNLF-126572980
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: 2010 Contract Re-filing
 Project Name/Number: 2010 Contract Re-filing /GAC1000(ARA06)(0710)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/17/2010	Form	Separate Account C Rider	07/27/2010	JHUSA - Separate Account Rider C - GP1068.5.pdf (Superseded)

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNTC RIDER

This Separate Account Rider will be attached to and made part of the Contract and all documents specified under the definition of Contract will form the entire Contract.

The Sub-accounts available under this Separate Account are described below. The Company may substitute shares of another mutual fund, trust or portfolio thereof with similar investment objectives for each Sub-account, subject to Section 4, Notice of Change.

Sub-accounts will be selected or changed upon direction from the Contractholder.

Contributions to the Sub-accounts are recorded in Units.

UNIT VALUE

The Value of a Unit in the Sub-account on a Valuation Date is computed by dividing the proportion of the entire Sub-account's Market Value attributable to all Units of that kind, after deduction of any applicable charges, by the number of Units of that kind outstanding at the end of that Valuation Date. This Unit Value will remain unchanged until the next Valuation Date.

CONVERSION OF CONTRIBUTIONS

Contributions to an account under a Sub-account will be credited in accordance with the Contributions and Accounts section of the Contract. Such contributions will be converted into Units of the Sub-account. The number of Units credited to an account with respect to each contribution will be equal to C/U where:

“C” is the contribution received, and

“U” is the Unit Value on the Day the contribution is being converted.

VALUE OF AN ACCOUNT

The Value of an account on a Valuation Date will be equal to the number of Units of the appropriate Sub-account multiplied by the Unit Value determined for that kind of Unit on that Date.

The value of an account on a Date other than a Valuation Date will be equal to the sum of:

- a) the number of Units in the account multiplied by the Unit Value of that Sub-account on the most recent Valuation Date; and
- b) the amount of contributions credited to the account which has not yet been converted into Units.

WITHDRAWALS

Withdrawals from a Sub-account will only be allowed on a Valuation Date. On the applicable Valuation Date, the Company will convert the Units in the account into cash using the Unit Value in effect on that Valuation Date.

A request for withdrawal will be processed in accordance with the Withdrawals section of this Contract.

INTER-ACCOUNT TRANSFERS

Inter-account transfers will be treated in the same manner as withdrawals. Additionally, transfers will be processed in accordance with the Inter-Account Transfers section of this Contract

EXPENSE RATIO

There is an expense ratio for each kind of Unit of the Sub-account. The expense ratio is composed of the Company's administrative maintenance charge (“AMC”), sales and service fee (if applicable), plus the charges and fees of any underlying mutual fund, trust or portfolio (“the underlying fund expense”). The Company's administrative maintenance charge will be reduced if the Company or an affiliate receives asset based distribution charges (“12b-1 fees”) or sub-transfer agency fees from the underlying mutual fund, trust, portfolio, or its underwriter. [The expense ratio is applied against the proportion of the Market Value of the Sub-account attributable to that kind of Unit.]

The expense ratio for the kind of Unit issued with respect to this Contract will be no more than the administrative maintenance charge for each Sub-account outlined in this Separate Account Rider, sales and service fees (if applicable) plus the underlying fund expense. This will be equivalent to a daily charge based on a percentage of the Market Value of the Sub-account attributable to that kind of Unit as outlined in this Separate Account Rider. The daily charge will be applied on each Valuation Date to the Market Value determined on that Date to be attributable to the kind of Unit issued with respect to this Contract and on each Market Day which is not a Valuation Date to the Market Value determined on the preceding Valuation Date to be attributable to the kind of Unit issued with respect to this Contract. The daily Unit Value declared reflects the application of the daily equivalent of the expense ratio.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

SEPARATE ACCOUNT C RIDER (Cont'd)

We may change the actual administrative maintenance charge at any time subject to Section 4, Notice of Change. In addition, in the event of any change in the underlying fund expense ratio by the underlying mutual fund, trust or portfolio, the expense ratio for each kind of unit of the Sub-account will be automatically adjusted to reflect the same extent of such change.

ADMINISTRATIVE MAINTENANCE CHARGE AND REVENUE SHARING

For all Sub-accounts that are advised or sub-advised exclusively by a mutual fund, trust or portfolio unaffiliated with the Company, we receive revenue equal to [0.50%] of your Contract assets invested in each Sub-account. This revenue comes from two sources:

- 1) an Annual Maintenance Charge (AMC), and
- 2) fees (referred to as "revenue sharing") paid by the underlying mutual fund, trust or other fund related source to us for recordkeeping and other services provided to you by the Company.

The AMC is a direct administrative charge made by us against the entire Sub-account, if applicable. This charge, together with revenue sharing and all the other charges under the Contract, constitute the Company's compensation for all the administrative and recordkeeping services it provides in connection with the Contract, as described in the Service Schedule. The fund expense ratio is a charge for the underlying mutual fund, trust, or portfolio and is determined by the underlying fund, trust, or portfolio and reported in their annual reports, prospectuses or trust documents.

The amount of revenue sharing received by the Company varies from fund to fund, and can come from the fund or trust's Rule 12(b)-1 fees, sub-transfer agency fees, other fund fees, or fees from other fund-related sources. The Company uses all revenue sharing received to reduce the AMC for the Sub-account. If we do not receive any revenue sharing from an unaffiliated underlying mutual fund, trust, or portfolio, the AMC for the Sub-account is [0.50%].

For Sub-accounts advised and sub-advised exclusively by the Company's affiliates, the total fees received by the Company and its affiliates may be higher than those advised or sub-advised exclusively by unaffiliated mutual fund companies. These fees are derived from the mutual fund's, trust's or portfolio's Rule 12(b)-1, sub-transfer agency, investment management, AMC or other fees, and may vary from Sub-account to Sub-account. Except for the Retirement Living, Retirement Choices, Lifestyle, Select Asset Allocation and Select Core Sub-accounts, the Company uses the revenue received from 12(b)-1, sub-transfer agency and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.50%]. For the Retirement Living, Retirement Choices, Lifestyle, and Select Asset Allocation Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.65%]. For the Select Core Sub-accounts, the Company uses the revenue received from the 12(b)-1, sub-transfer agency, and investment management fees to determine the AMC for the Sub-account, such that the sum of the 12(b)-1, sub-transfer agency, investment management fees and AMC received by us equals [0.70%].

SALES AND SERVICE FEE

The sales and service fee represents the cost of compensation that a plan service provider (other than the Company) may charge for services it provides to the Plan, as negotiated between the Plan and such service provider. The sales and service fee will not exceed 1.00% of the Market Value of each Sub-account calculated as an annual rate, applied daily.

THE SUB-ACCOUNTS AVAILABLE UNDER JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT C ARE AS FOLLOWS:

[SELECT ASSET ALLOCATION GROWTH PORTFOLIO]

Contributions to the Select Asset Allocation Growth Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Growth Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve long-term growth of capital by investing approximately 30% of the Portfolio's assets in underlying portfolios that invest primarily in fixed income securities and approximately 70% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted within a predetermined range. Current income is also a consideration.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT ASSET ALLOCATION BALANCED PORTFOLIO]

Contributions to the Select Asset Allocation Balanced Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Balanced Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve a balance between a high level of current income and growth of capital, with a greater emphasis on growth of capital. The portfolio invests approximately 50% of the portfolio's assets in underlying portfolios that invest primarily in fixed income securities and approximately 50% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted within a predetermined range. Current income is also a consideration.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT ASSET ALLOCATION MODERATE PORTFOLIO]

Contributions to the Select Asset Allocation Moderate Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Moderate Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve a balance between a high level of current income and growth of capital with a greater emphasis on income by investing approximately 60% of the Portfolio's assets in underlying portfolios that invest primarily in fixed-income securities and approximately 40% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted up to 10% in either direction...

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT ASSET ALLOCATION CONSERVATIVE PORTFOLIO]

Contributions to the Select Asset Allocation Conservative Portfolio will be invested solely in shares of the John Hancock Trust - Lifestyle Conservative Trust (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- The investment objective of the Trust is to achieve a high level of current income with some consideration given to growth of capital by investing approximately 80% of the Portfolio's assets in underlying portfolios that invest primarily in fixed-income securities and approximately 20% of its assets in underlying portfolios that invest primarily in equity securities. Variations in the target percentage allocation between underlying portfolios which invest primarily in equity securities and underlying portfolios which invest primarily in fixed-income securities are permitted up to 10% in either direction.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT C cont'd

[SELECT CORE GLOBAL DIVERSIFICATION PORTFOLIO]

Contributions to the Select Core Global Diversification Portfolio will be invested solely in shares of John Hancock Funds II – Core Global Diversification Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long-term growth of capital by investing approximately 65% of the portfolio's assets in equity securities and approximately 35% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

[SELECT CORE- DIVERSIFIED GROWTH & INCOME PORTFOLIO]

Contributions to the Select Core Diversified Growth & Income Portfolio will be invested solely in shares of the John Hancock Funds II - Core Diversified Growth & Income Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long term growth of capital and income by investing approximately 75% of the portfolio's assets in equity securities and approximately 25% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

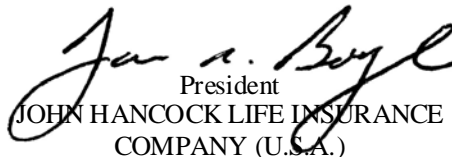
[SELECT CORE FUNDAMENTAL HOLDINGS PORTFOLIO]

Contributions to the Select Core Fundamental Holdings Portfolio will be invested solely in shares of the John Hancock Funds II - Core Fundamental Holdings Portfolio (Class 1), managed by MFC Global Investment Management (U.S.A.) Limited.

- To seek long-term growth of capital by investing approximately 60% of the portfolio's assets in equity securities and approximately 40% of the portfolio's assets in fixed income securities.

The underlying fund expense is determined by the underlying mutual fund company, trust, or portfolio and may be increased or decreased at any time by such mutual fund company, trust, or portfolio.]

None of the Index Funds or the underlying John Hancock Trust Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by any of the respective companies that sponsor the broad-based securities market index, and none of these companies make any representation regarding the advisability of investing in the Index Fund.


President
JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.)